

# **COMMON CONTRACT**

## **COLLECTIVE AGREEMENT**

**Between**

**Stong's Market Ltd.**

**And**

**United Food and Commercial Workers, Local 1518**

**June 1, 2023 (Dunbar) and June 1, 2024 (Northwoods), to June 1, 2028**

**Ratified by member vote: December 19, 2024**



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MEMORANDUM OF AGREEMENT made this 3rd day of December 2024.

BY AND BETWEEN:

**STONG'S MARKETS LTD.,**

(Hereinafter referred to as the "EMPLOYER")

AND

**UNITED FOOD AND COMMERCIAL WORKERS UNION,**

**LOCAL 1518**, chartered by the United Food and Commercial Workers International Union, C.L.C.

(Hereinafter referred to as the "UNION")

**WHEREAS:** The Employer and the Union desire to establish and maintain conditions which will promote a harmonious relationship between the Employer and the employees covered by the terms of this Agreement and desire to provide methods of fair and amicable adjustment of disputes which may arise between them;

**NOW THEREFORE:** The Employer and the Union mutually agree as follows:

## **Section 1 – BARGAINING AGENCY**

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The Employer recognizes the Union as the sole and exclusive collective bargaining agent with respect to rates of pay, wages, hours and all other conditions of employment set out in this Agreement for all employees employed in Stong's Markets **Ltd. retail establishments** owned and operated by the Employer in the Lower Mainland (including North Vancouver and West Vancouver), **excluding meat deli and seafood workers who may be under separate certification.**

**All Stong's Markets will be considered part of a single bargaining unit.**

The following positions shall be considered excluded management: Store Manager, Assistant Store Manager (2), Department Managers and those above the rank of Department Manager.

The following positions will be considered manager positions: Front End Manager, Produce Manager, Bakery Manager, **Grocery Manager, Floral Department Manager, Express Manager, Café Manager and Wellness Manager.**

## **Section 2 – UNION SHOP**

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- 2.01** The Employer agrees to retain in its employ, within the bargaining unit as outlined in Section 1 of this Agreement, only members of the Union in good standing. The Employer shall be free to hire new employees who are not members of the Union, provided said non-members, whether part-time or full-time employees, shall be eligible for membership in the Union and shall make application within ten (10) days after employment and become members within thirty (30) days.
- 2.02** The Employer agrees to provide each new employee at the time of employment with a form letter outlining to the employee his or her responsibility in regard to Union

membership and outlining the provisions of Section 6.02 of this Agreement, and to provide the Union **through the online portal** with the name, **email address**, address and mobile phone number of each employee to whom they have presented the letter, along with the employee's date of hire. The Employer will have new employees sign the check-off and Union membership application upon successful completion of orientation. The Union shall bear the expense of printing the form, the contents of the letter to be such that it is acceptable to the Employer. The Employer further agrees to provide the Union once a month with a list containing names of all employees who have terminated their employment during the previous month.

### **Section 3 – DEDUCTION OF UNION DUES**

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**3.01** The Employer agrees to deduct from the wages of each employee, upon proper authorization from the employee affected, such initiation fees, Union dues, fines and assessments as are authorized by regular and proper vote of the membership of the Union. The Employer further agrees to automatically deduct Union dues from the wages of all new employees. The Union will supply an appropriate form to the Employer so those new employees, at the time of hire, will authorize Union dues deductions. This form will be applicable from the time the employee commences employment until such time as the Union submits an official dues checkoff to the Employer. The employee shall, within thirty (30) days after commencement of employment, provide the Employer with a signed authorization for such deductions. Monies deducted during any month shall be forwarded by the Employer to the Secretary-Treasurer of the Union not later than the tenth (10th) day of the following month, accompanied by a written statement of the name and social insurance number of each employee for whom the deductions were made and the amount of each deduction. Dues checkoffs are to be submitted on a monthly or four-week basis showing amount deducted each week, for what purpose and the total amount deducted during the month or four-week period, as well as the Store number of each employee for whom the deductions were made. Union dues deducted by the Employer shall be shown on the employee's T4 slip.

It is the responsibility of the employee to maintain membership in good standing as outlined in the International Constitution and Local Union Policy.

### **Section 4 – CLERKS WORK CLAUSE**

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**4.01** With the exception of excluded personnel listed in Section 1 of this Agreement and salespersons or vendor representatives whose product is delivered directly to the store and Specialist personnel of the Employer all work in the handling and selling of merchandise in the retail stores of the Employer shall be performed only by employees of the bargaining unit who are members of UFCW Local 1518.

**Vendor Representatives will not attend at the store for the purpose of back stocking and the employer will not expand the practice of vendors doing first fills in any way that would have the effect of eroding bargaining unit work.**

The Employer will not utilize this clause to erode the work of the bargaining unit, **including reducing the hours of bargaining unit employees.**

**Where a bargaining unit member observes an incident of vendor stocking that is a violation of this clause, they will immediately inform management and the vendor**

stocking will cease if the Parties agree it violates this section. Otherwise, the incident will be addressed on an expedited basis with the concern being raised directly with the Store Manager within three (3) days of the incident, and the Parties will meet within a further two (2) days to resolve the matter. If the matter is not resolved directly between the parties, it shall be referred to the grievance procedure.

## **Section 5 – HOURS OF WORK**

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**5.01** The Employer reserves the right to schedule hours of operation, employee hours of work, rest periods, meal periods and overtime work, subject to the provisions set out in this section.

**Basic Work Week:** The basic work week of a full-time employee shall be forty (40) hours per week consisting of five (5) eight (8) hour days.

Full-time employees shall receive forty (40) hours pay at straight-time rates and shall work four (4) days, thirty-two (32) hours, including work on the statutory holiday, in a week in which one (1) statutory holiday occurs; three (3) days, twenty-four (24) hours, including work on the statutory holiday, in a week in which two (2) statutory holidays occur.

Time worked in excess of forty (40) hours of actual work by part-time employees during a week in which a statutory holiday or statutory holidays occur shall be paid at the rate of time and one-half (1-1/2).

- 1. The hours in excess of thirty-two (32) hours of work shall be offered by seniority and shall be voluntary.**
- 2. If sufficient employees are not available, hours of work to the above maximum (40 hours) may be assigned by reverse seniority.**

**Full-time employees will be provided available hours in preference to part time employees.**

**5.02** Sunday shall be considered the first day of work for the basic workweek.

**5.03 Personal Time Off: Should the Store Manager or Assistant Manager offer a full-time employee the opportunity to leave early, this Personal Time Off (PTO) shall be unpaid but the hours of PTO shall count for the purpose of accumulating all benefits, including Vacations and Statutory Holidays.**

**5.04 Posting of Schedules:** A weekly work master schedule will be posted on **Saturday** for the workweek beginning Sunday, two (2) weeks in advance. The Employer is required to make reasonable effort to verbally advise individual employees of the changes to the work schedule once it has been posted.

An employee's schedule may be changed without notice in the event of absence of other staff due to sickness or accident or in the event of emergencies, such as fire, flood, breakdown of machinery or other instances of *force majeure*. In all other cases, at least twenty-four (24) hours' notice of any change must be given or four (4) additional hours' pay given in lieu of notice. A student must be notified on the day before of any change to

his or her schedule or be given an additional two (2) hours' pay if the schedule is changed for a school day and four (4) hours' pay if the schedule is changed for a non-school day.

Daily hours of work shall be consecutive with the exception of rest and meal periods. No split shifts shall be worked unless mutually agreed to in writing, by the Employee and the Employer. Employees shall not work longer than their scheduled work day unless requested to do so by the Employer, in which case additional hours will be paid at the applicable rate of pay.

**Work schedules will not be used for disciplinary or discriminatory purposes.**

**Schedules will be listed by seniority with date of hire. Department heads will be listed first.**

**Express Checkouts: Express checkout duties will be rotated so that no Clerk Cashier will be required to serve more than three (3) hours per day in such duties.**

**5.05 Statutory Holidays:** The following days shall be considered statutory holidays:

New Year's Day	Good Friday	Victoria Day	Canada Day
B.C. Day		Labour Day	Thanksgiving Day
Remembrance Day		Christmas Day	Boxing Day
Family Day			<b>National Day for Truth and Reconciliation</b>

and all other public holidays proclaimed by Federal, Provincial or Municipal governments, provided that all other major grocery stores close on any such holiday proclaimed and, further, that in the case of a statutory holiday proclaimed by a municipality, only those stores of the Employer in that municipality shall be affected by the requirements of this Section.

Employees required to work on a holiday shall be compensated at the rate of one and one-half times (1-1/2x) their regular hourly rate for each hour worked and employees shall receive four (4) hours' minimum pay at the overtime rate for whatever time worked.

**Part-time Employees:** All part-time employees who have been employed thirty (30) calendar day or more and have worked an average of at least thirty-two (32) hours or more per week on the four (4) weeks preceding the week in which the statutory holiday occurs, shall receive eight (8) hours' pay at their regular hourly rate for each holiday.

All part-time employees who have been employed thirty (30) calendar days or more and have worked an average of at least twenty (20) hours a week, but less than thirty-two (32) hours per week in the four (4) weeks preceding the week in which a Statutory Holiday occurs, shall receive six (6) hours' pay at their regular hourly rate for each holiday.

All part-time employees who have been employed thirty (30) calendar days or more, and have worked at least ten (10) hours a week, but less than twenty (20) hours per week in the four (4) weeks preceding the week in which a Statutory Holiday occurs, shall receive four (4) hours' pay at their regular hourly rate for each holiday.

All part-time employees who have worked less than ten (10) hours per week will receive Statutory Holiday pay as set out in the *Employment Standards Act*.

If an employee is eligible for pay for a statutory holiday while on Workers' Compensation or Weekly Indemnity (W.I.), the maximum amount of pay the employee will receive from such sources for any particular day shall not be more than one hundred percent (100%) of the employee's normal daily pay.

Time worked in excess of forty (40) hours of actual work by part-time employees during a week in which a statutory holiday or statutory holidays occur shall be paid at the rate of time and one half (1½).

By mutual agreement, statutory holidays may be scheduled in the week prior or the week following the week in which the statutory holiday occurs. Further, it is agreed rescheduled statutory holidays will be scheduled with the employee's day off, **which includes ATO where applicable**, unless mutually agreed otherwise.

**5.06 Meal Periods and Rest Periods:** Employees' rest periods and meal periods shall be scheduled, depending on the length of their shift, as follows:

Four (4) hours or more ..... one (1) paid 15-minute rest period  
Six (6) hours or more ..... two (2) paid 15-minute rest periods  
Seven (7) hours or more ..... two (2) paid 15-minute rest periods and one (1) 30-minute unpaid meal period

**Employees are entitled to a thirty (30) minute unpaid meal period after five (5) hours of work. Those working less than seven (7) hours may combine the paid rest periods to take a meal period, or may combine a paid and an unpaid rest period to take a meal period, as the case may be.**

An employee's meal period shall not commence earlier than three (3) hours nor later than five (5) hours after the start of an employee's shift. Rest periods shall not begin until one (1) hour after the commencement of an employee's shift or the end of a meal period.

**Employees may be granted an additional fifteen (15) minute rest period by request. The availability and timing of additional unpaid breaks will be subject to business needs.**

**Times for Clerk Cashiers' rest periods shall be set out by the Employer on a sheet which shall be available for Clerk Cashiers to review prior to the commencement of their shifts. Such times can be altered by Management should the need arise.**

**The Employer will schedule rest periods for Clerk Cashiers on the checkstand so that no Clerk Cashier shall be scheduled to work more than three (3) consecutive hours, unless otherwise mutually agreed. The parties recognize that rest periods may be delayed due to unexpected business fluctuations.**

**5.07 Overtime Pay:** All time worked in excess of the basic workweek, as defined in Sections 5.01 and 5.05 and hours worked in excess of eight (8) hours in a day shall be paid at the rate of time and one-half (1½) the regular rate. All hours worked in excess of ten (10) hours in a day and in excess of 48 hours in a regular workweek shall be paid at twice the regular rate. Compensating time off shall not be given in lieu of overtime pay. Employees shall be paid time and one half the regular rate for all hours worked after their fifth (5<sup>th</sup>) work day in a week.

Consecutive days of work.

It is agreed that no one will be paid more than one (1) overtime premium for any overtime hours worked.

When required to work overtime, an employee may decline if the employee has a valid reason. Such refusal shall be accepted provided there is another employee on the shift when overtime is required who is prepared to work the overtime and has the ability to perform the work required.

**5.08 Interval Between Shifts:** There shall be an interval of not less than ten (10) hours between shifts for all employees. An employee who is not allowed a ten (10) hour interval between shifts shall be paid at the rate of time and one half (1½) for time worked prior to the expiry of the ten (10) hour interval.

**5.09 Minimum Hours:** All employees shall be paid their regular hourly rate for each hour worked except where employed for less than four (4) consecutive hours per day, in which event they shall receive a minimum of four (4) hours pay. An employee who is called for work and upon reporting finds that his or her services are not required shall receive two (2) hours pay.

**5.10 Recording Hours of Work:** The Employer shall provide a sign-in form or an electronic time recording process to enable employees to record their hours of work for payroll purposes.

The Employer agrees to assume its full responsibility in seeing that all employees are compensated for all time worked.

**5.11 Work Loads:** If an employee believes the amount of work he or she is required to perform is excessive over what is required from the rest of the staff and it will result in an occupational accident or occupational injury to him or her, the question shall be referred to Section 15 of this Agreement.

**5.12 Consecutive Days Off:** The Employer shall schedule consecutive days off for all full-time employees subject to the operational needs of the store. The Employer shall endeavor to schedule two (2) consecutive days off for all employees with open availability subject to the operational needs of the store.

**5.13 Consecutive Day Limit:** Full-time employees will not be required to work in excess of six (6) consecutive days and also will not be required to work two (2) consecutive Saturday/Sunday shifts.

No part-time employee shall be required to work more than six (6) consecutive days. It is understood that there will not be any "available hours" claim involving a seventh (7th) or subsequent days of work.

## **Section 6 – CLASSIFICATION OF EMPLOYEES**

**6.01 Credit for Previous Experience:** New employees shall be classified according to previous comparable experience in a retail store.

The employer may opt to pay an employee a rate of pay over and above that to which they are otherwise entitled to under this provision. In those cases, the employee shall receive credit for fifty (50%) of the hours, which coincides with the rate they are paid, requiring the employee to complete the remaining hours before advancing to the next wage rate on the wage scale. The Employer will notify the union the implementation of the above.

- 6.02** It shall be optional for the Employer to grant credit to those employees who are claiming previous experience if such employees have been out of the industry for two (2) years or more.
- 6.03** In the event of any disagreement as to credit granted for previous experience, such disagreement shall be considered a grievance and the grievance procedure in this Agreement shall apply. However, if the Employer has:
  - (a) provided the employee with the "New Employee" letter provided for in Section 2.02 of this Agreement not later than two (2) weeks from the date of employment, and
  - (b) given the employee written notification showing credit granted for previous experience within the thirty (30) day period required by this Article; and
  - (c) given the Union written notification showing credit granted for previous experience within the same period,

Then no consideration shall be given to any disagreement pertaining to credit for previous experience if presented later than sixty (60) days after the employee's date of employment.

#### **6.04 Assistant Department Manager**

To enhance the Employer's ability to develop supervisory staff, the Employer may create the position of Assistant Department Manager. The Assistant Department Manager shall: be filled by individuals hired or selected on the basis of their merit, qualifications, ability and seniority as determined by Management; shall be required to provide all relief for a Department Manager; and, when not relieving, shall receive hours equal to but not more than the senior employee in the Department.

The rate shall be **two dollars (\$2.00)** per hour over the employee's regular rate, for hours worked.

#### **NEW**

- 6.05 Supervisor: The Supervisor position shall be filled at the discretion of management and by agreement with the employee. The supervisor will be paid a premium of a minimum one dollar (\$1.00) per hour.**

**The Employer shall assign the supervisor premium to any employee who is regularly required to perform supervising duties such as: closing or opening keyholder; scan card; and supervision and direction of employees or customer management (beyond routine customer interaction) when a manager or assistant department manager is not available.**

**A supervisor can step down from the position of Supervisor with a minimum of two (2) weeks' notice.**

**6.06 Relief Rate:** An employee, other than an assistant department manager, relieving a department manager for more than two (2) full shifts shall be paid **two dollars (\$2.00)** per hour for such relief work, in addition to the employee's present rate of pay.

**6.07 Step Down:** Employees who are promoted to a position outside of the bargaining unit will be able to step down into their former position, retaining all seniority rights, within one hundred and eighty (180) days of commencing the excluded position upon mutual agreement.

**NEW**

**6.08 Job Posting for Excluded Positions:** The employer will post excluded in store positions so that bargaining unit employees are aware of the opportunities and may apply. Any store positions will be posted in all stores.

**NEW**

**6.09 Rehire:** Any employee who is rehired by the employer within ninety (90) days of their termination date shall be considered a new employee for the purposes of this collective agreement, except for their seniority, rate of pay, vacation entitlement and experience hours, which shall be maintained in full.

## **Section 7 – WAGES**

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**7.01** The Employer agrees to pay all employees covered by the terms of this Agreement not less than the following schedule of wages during such time as this Agreement is in force, effective on dates as shown, provided that if an employee is receiving a wage rate in excess of the rates herein contained, such wage rate shall not be reduced by reason of the signing of this Agreement. There shall be a regular weekly or bi-weekly payday and each employee shall be provided with an itemized statement of earnings and deductions for the pay period covered.

All employees will be paid through direct deposit.

Schedule A  
GROCERY/ PRODUCE/ FRONT END/BAKERY/WELLNESS/FLORAL/EXPRESS/CAFE

	<b>June 1, 2023</b>	<b>June 1, 2024</b>	<b>June 1, 2025</b>	<b>June 1, 2026</b>	<b>June 1, 2027</b>
<b>Start</b>	\$17.15	\$18.00	\$18.36	\$18.73	\$19.20
<b>1040</b>	\$17.35	\$18.20	\$18.56	\$18.94	\$19.41
<b>2080</b>	\$17.55	\$18.40	\$18.77	\$19.14	\$19.62
<b>3120</b>	\$17.75	\$18.80	\$19.18	\$19.56	\$20.05
<b>4160</b>	\$17.95	\$19.00	\$19.38	\$19.77	\$20.26
<b>5200</b>	\$18.15	\$19.25	\$19.64	\$20.03	\$20.53
<b>6240</b>	\$18.35	\$19.50	\$19.89	\$20.29	\$20.79
<b>7280</b>	\$18.65	\$19.75	\$20.15	\$20.55	\$21.06
<b>8320</b>	\$18.95	\$20.00	\$20.40	\$20.81	\$21.33

<b>9360</b>	\$19.25	\$20.25	\$20.66	\$21.07	\$21.59
<b>10400</b>	\$19.55	\$20.50	\$20.91	\$21.33	\$21.86
<b>11440</b>	\$19.85	\$20.75	\$21.17	\$21.59	\$22.13
<b>12480</b>	\$20.50	\$21.00	\$21.42	\$21.85	\$22.39
<b>13520</b>	\$21.00	\$21.50	\$21.93	\$22.37	\$22.93
<b>14560</b>	\$21.50	\$22.50	\$23.00	\$23.50	\$24.09

**Retroactivity: All wages increases in all classifications will be paid retroactive to date of expiry of the collective agreements as follows:**

- **June 1, 2023 – Dunbar**
- **June 1, 2024 – Northwoods**

**To receive retroactive pay, employees must be employed on date of ratification and pay will be based on straight time rates.**

**Retroactivity is on wages only.**

**Café Clerks: Café Clerks will transition to the new scale at the appropriate step based on their previous hours of work.**

\*Only those employees employed prior to January 1, 2020, and who remain employed at ratification will receive retroactive pay for hours worked from January 1, 2020 to May 31, 2020 (based on the applicable column above), if their January 1, 2020 rate was below the applicable rate in that column.

All employees will otherwise be placed on the wage scale for June 1, 2020, and will receive retroactive pay to that date, based on the June 1, 2020, scale.

All employees will be placed on this Schedule A, on the wage scale for June 1, 2020, based on their total hours from date of hire, including the hours they have been credited for previous experience.

**Floral Designers Wage Scale:**

Hours	S.A.R.	25	26	27	28
<b>Start</b>	<b>\$21.00</b>	<b>\$22.00</b>	<b>\$23.00</b>	<b>\$23.50</b>	<b>\$24.00</b>
<b>1040</b>	<b>\$21.50</b>	<b>\$22.50</b>	<b>\$23.50</b>	<b>\$24.00</b>	<b>\$24.50</b>
<b>2080</b>	<b>\$22.00</b>	<b>\$23.00</b>	<b>\$24.00</b>	<b>\$24.50</b>	<b>\$25.00</b>
<b>4160</b>	<b>\$22.50</b>	<b>\$23.50</b>	<b>\$24.50</b>	<b>\$25.00</b>	<b>\$25.50</b>
<b>6240</b>	<b>\$23.00</b>	<b>\$24.00</b>	<b>\$25.00</b>	<b>\$25.50</b>	<b>\$26.00</b>
<b>8320</b>	<b>\$23.50</b>	<b>\$24.50</b>	<b>\$25.50</b>	<b>\$26.00</b>	<b>\$26.50</b>
<b>9360</b>	<b>\$24.00</b>	<b>\$25.00</b>	<b>\$26.00</b>	<b>\$26.50</b>	<b>\$27.00</b>

Floral Clerks to be paid as per Schedule A.

**Pre-ratification 2013: Employees employed on or before December 6, 2013, will receive the following increases:**

**June 1, 2023 – Four and a half percent (4.5%)**  
**June 1, 2024 – Three and a half percent (3.5%)**  
**June 1, 2025 – Two percent (2%)**  
**June 1, 2026 – Two percent (2%)**  
**June 1, 2027 – Two Percent (2%)**

\* Only those employees employed prior to January 1, 2020, and who remain employed at ratification will receive retroactive pay for hours worked from January 1, 2020, to May 31, 2020, if their January 1, 2020 rate was below the applicable rate on the post December 6, 2013 – June 2019 wage scale.

All employees will otherwise be placed on the wage scale for June 1, 2020, and will receive retroactive pay to that date, based on the June 1, 2020, scale.

All employees will be placed on this Café Wage Schedule above, on the wage scale for June 1, 2020, based on their total hours from date of hire, including the hours they have been credited for previous experience.

#### **7.02 Night Stocking Premium**

- (a) A Night Premium of one dollar (\$1.00) per hour shall apply to all employees working night crew.
- (b) The Lead Hand shall receive an additional one dollar (\$1.00) per hour premium.
- (c) Night Crew hours are from 12:01 a.m. – 8:30 a.m.

Premium pay for night work shall not be added to an employee's rate of pay for the purpose of computing overtime pay.

The Night Premium will be paid where five (5) or more hours of the shift fall within the above window. Where Night Premium is triggered, it shall be paid for the entire shift.

**Late Closing Schedule: Employees scheduled to work store closing shifts shall not be scheduled later than thirty (30) minutes after store closing time.**

**Night Work Rotation: There shall be fair rotation of night work when the store is open for business insofar as this is practical for store operation. It is understood that students shall be excluded from this provision.**

**Senior employees whose years of service plus age equals seventy (70), may opt out of Night Stocking Crew.**

**The Employer agrees to schedule Stocking Crews consecutive days of work wherever possible, subject to the operational needs of the store.**

**No Clerk shall be required to work alone on the premises on night shift.**

**7.03 Jury Duty Pay:** A full-time employee summoned to Jury Duty or Witness Duty, where subpoenaed in a court of law, or where subpoenaed to an arbitration hearing or an LRB hearing shall be paid wages amounting to the difference paid them for Jury or Witness service and the amount they would have earned had they worked on such days.

Employees on Jury or Witness Duty shall furnish the Employer with such statements of earnings as the courts may supply. This does not apply if the employee is summoned on his/her day(s) off.

Part-time employees, when appearing as a material witness on behalf of the Employer shall be rescheduled or paid for lost hours.

Employees shall return to work within a reasonable period of time. They shall not be required to report if less than two (2) hours of their normal shift remains to be worked. Total hours on Jury Duty or Witness Duty and actual work on the job in the store in one (1) day shall not exceed eight (8) hours for purposes of establishing the basic workday. Any time worked in the store in excess of the combined total of eight (8) hours shall be considered overtime and paid as such under the contract.

Once the work schedule has been posted, the schedule cannot be changed to circumvent this clause.

**7.04 Staff Meetings:** Staff meetings, whether in the store or off the premises, shall be considered as time worked and paid for accordingly, except meal meetings at which the attendance is voluntary.

**7.05 Learning Prices and Codes:** Learning prices and codes shall be included in the employee's daily work schedule and shall be paid for in accordance with the terms of the Collective Agreement.

**7.06 Temporary Transfers:** When an employee is transferred or moved to another store during his or her work shift, he or she shall be paid for all time spent route from one store to another and will be paid bus fare if using bus transportation, or he or she will be paid mileage at the prevailing Treasury Board rate if he or she uses a car.

All travelling time connected with the employees' job, except going to and returning from work shall be paid for.

## **NEW**

**7.07 Permanent Transfers Between Stores:** The Employer will not transfer employees between stores without their consent.

**Employees may request a transfer to another store, but the transfer will only occur if the Employer consents.**

**Where any transfer occurs, the Parties will seek to minimize the impact on available hours in the Store the employee is transferred into.**

**An employee who transfers to another store will maintain their seniority and wage rate, and subject to their hours worked, will also maintain any benefits.**

**Where any concern arises about the impact of a transfer on a store, the Union and the Employer will meet to discuss those concerns. If the impact will be significant, any dispute may be referred to expedited mediation/arbitration before a Labour Board Special Investigating Officer.**

## **Section 8 – VACATIONS**

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**8.01** The date for determining an employee's vacation entitlement in a calendar year shall be January 1 of that calendar year. Employees who have completed less than one (1) year of continuous service with the Employer as of January 1 shall have their vacation entitlement pro-rated for that calendar year. Employees with the corresponding continuous years of employment as of January 1 of the calendar year with the Employer as a full-time employee will be entitled to the following paid vacation:

Full-time employees with the corresponding continuous years of employment with the Employer will be entitled to the following paid vacation:

	<b><u>Vacation Time Off</u></b>	<b><u>Vacation Pay</u></b>
One (1) or more years	2 weeks	2 weeks
Three (3) or more years	3 weeks	3 weeks
Eight (8) or more years	4 weeks	4 weeks
Thirteen (13) or more years	5 weeks	5 weeks

The Employer will pay all part-time employees their vacation pay for the previous year by February 28 of each year.

Part-time employees will be entitled to the following vacation time off, without pay, and vacation pay according to corresponding continuous years of employment completed:

	<b><u>Vacation Time Off</u></b>	<b><u>Vacation Pay</u></b>
one (1) or more years	2 weeks	4%
three (3) or more years	3 weeks	6%
eight (8) or more years	4 weeks	8%
thirteen (13) or more years	5 weeks	10%

A part-time employee who becomes full-time will be credited the number of hours accumulated during the employee's length of service with the Employer as a part-time employee, provided there is no interruption of employment between the employee's part-time and full-time status. The total number of hours worked by the employee will be calculated into full-time hours to determine the employee's full-time service status for future vacation entitlements as outlined above.

The Employer agrees to provide vacation pay on a "total compensation" or normal week's pay, whichever is greater. Total compensation shall mean "all monies received directly from the Employer" (wages, overtime, bonuses, premiums, vacation pay, sick-leave-credit payments, and other items of similar nature).

All time lost (up to thirty-one (31) consecutive days) because of sickness, occupational or non-occupational accident, all time absent on paid full-time vacation, and paid statutory holidays, shall be considered as time worked for the purpose of determining the vacation allowance to which a full-time employee is entitled.

Vacation schedules, once approved by the Employer, shall not be changed except by mutual agreement between the employee and the Employer.

- 8.02** Vacation time off will be scheduled according to the employee's continuous years of employment with the Employer under the terms of this Collective Agreement. Employees must take the vacation time to which they are entitled and cannot receive vacation pay in lieu of vacation time off.
- 8.03** When a statutory holiday occurs during an employee's vacation, an extra day's vacation with pay shall be granted if the holiday is one which the employee would have received had the employee been working. Where an employee receives three (3) or more weeks' vacation with pay and a statutory holiday occurs during the employee's paid vacation, an extra day's pay may be given in lieu of an extra day's vacation with pay if, in the opinion of the Employer, an extra day's vacation with pay will interfere with vacation schedules or hamper operations.
- 8.04** Pregnancy Leave shall count for purposes of accumulating time towards vacation entitlement only (see Section 10.04).
- 8.05** **Deemed Time Worked:** Paid vacations for full-time employees and statutory holidays for all employees shall be considered time worked for all purposes of the Collective Agreement.
- 8.06** Employees whose employment is terminated or if they terminate and give two (2) weeks' notice in writing to the Employer, shall receive all earned vacation pay or applicable percentage of earnings, whichever is higher, less any paid vacation taken plus the applicable percentage of earnings for any period since the employee's last anniversary date and date of termination.
- 8.07** **Single Day Vacation:** Subject to operational considerations employees may take single vacation days off, up to ten (10) such days per year. These single vacation days will be granted by seniority, but shall not override the vacation weeks booked by less senior employees.

## **Section 9 – HEALTH AND WELFARE**

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- 9.01** **Medical Services Plan / Sick Leave:** Upon completion of the probationary period, The Employer agrees to pay 100% of MSP premiums for all full-time employees and dependents. A short-term sick leave plan and MSP benefits will be provided by the Employer to employees who work thirty two (32) hours per week for thirteen (13) consecutive weeks following the completion of the probationary period. An employee must fail to meet the above hour requirement for a period of thirteen (13) consecutive weeks from the time he or she fails to meet it before he or she is disqualified. Paid hours for Statutory Holidays and vacation shall count towards qualification of this benefit.
- 9.02** **Sick Leave:** After ninety (90) days of continuous employment, employees will be entitled to up to five (5) paid days of sick leave, per year. Calculation for payment of sick leave shall be determined as per the Employment Standards Act.
- 9.03** **Weekly Indemnity Benefit Plan:** All employees who are eligible for benefits under Section 9.01 above shall be eligible to participate in this plan. Weekly Indemnity Benefits shall be payable commencing on:

1. The first (1st) day of hospitalization due to non-occupational accident or sickness, or
2. The fourth (4th) day of absence due to sickness or non-occupational accident.

The benefit period shall be a maximum of twenty-six (26) weeks.

Weekly Indemnity payments shall be in the amount of seventy percent (70%) of an employee's straight-time rate of pay. All matters of eligibility, coverage and benefits shall be as set out in the Plan and as determined by the carrier.

**9.04** Effective June 1, 2020, Stong's will introduce a dental plan for employees with more than one year of service who work 32 hours or more per week. Stong's will contribute \$0.30/hr worked by such employees to the plan.

**9.05 Dental:** Canada Life Dental (Routine) shall be increased **to eighty percent (80%) coverage** and the maximum eligible expenses (Routine) shall be increased **to fifteen hundred (\$1,500.00) per person, per year.**

**9.06** Effective June 1, 2021, Stong's will introduce an extended health plan for employees with more than one year of service who work 32 hours per week or more. Stong's will pay 100% of the benefit premium. The benefit will include:

- 80% co-insurance to a maximum of \$10,000 every two (2) calendar years
- Mandatory generic drug plan, where a generic is available
- Pay direct prescription drug card
- Semi-private or private hospital room
- Paramedical coverage to prescribed limits

**9.07 Eye Care and Hearing Aids:** The plan shall provide eyeglasses lenses and frames, to a maximum of two hundred dollars (\$200.00) per person, every two (2) calendar years. The plan shall provide eye exams up to a maximum of seventy-five dollars (\$75.00) every two (2) years up to a maximum of two-hundred (\$200.00). The plan shall provide hearing aids up to a maximum of seven hundred dollars (\$700.00) per person every four (4) years.

**9.08** The thirty-two (32) hour requirement must be maintained for thirteen (13) consecutive weeks in order for the benefit to apply and the continuation of the benefit shall be in accordance with the requirement in Article 9.01 of the Collective Agreement.

**9.09 Return to Work After Illness:** After absence due to illness or injury, the employee must be returned to his or her job when capable of performing his or her duties.

**9.10 Return to Work Program:** The Company will work on providing employees with a fair and dignified Return to Work Program.

**9.11 Medical Reports:** The Employer agrees to pay the fee for medical reports required by the Employer for Sick Leave or Weekly Indemnity provisions to a maximum of fifty dollars (\$50.00).

**9.12 Physical Examinations:** Where the Employer requires an employee to take a physical examination, the doctor's fee for such examination shall be paid by the Employer. Such examinations shall be taken during the employee's working hours without loss of pay to

the employee, except for examinations, which take place prior to commencement of employment, and during the employee's first four (4) weeks of employment.

**9.13 Maintenance of Benefits:** The Employer agrees to maintain the full cost of Health and Welfare premiums when an employee is absent on Weekly Indemnity or Workers' Compensation claims or on Sick Leave to a maximum of six (6) months.

**9.14 Pension Plan:** The Employer agrees to participate in the UFCW Industry Pension Plan and Trust Fund.

The Employer shall make contributions to the Plan on the basis of the percentage of earnings, set forth below, of each participating employee. The percentage applicable shall be as follows:

<u>Effective Date is pay period following</u>	<u>Percentage</u>
First Two Years Location is Open (beginning on day of opening)	four (4%)
Next Two Years	five (5%)
Fifth Year and After	six (6%)

Pay period shall mean the weekly period from Sunday through Saturday used by the Employer for paying earnings to participating employees.

Earnings shall mean the total compensation paid to a participating employee and recorded as earnings (excluding taxable benefits) on the T-4 (or similar tax reporting form should this designation by Revenue Canada be changed in the future) provided to the participating employee each year, excluding any bonuses or incentives.

Contributions, along with a list of employees for whom they have been made and other relevant information, will be remitted by the Employer not later than twenty one (21) days after the close of each of the Employer's four (4) or five (5) week accounting periods.

## Section 10 – LEAVES OF ABSENCE

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**10.01 Leaves of Absence:** Except as otherwise indicated in the Collective Agreement, applications for leaves of absence without pay will be adjudicated on the basis of merit, compassion, length of service and the operational needs of the store. Leaves of absence shall not be unreasonably withheld.

- i) Employees who are granted a leave up to six (6) weeks shall accumulate seniority;
- ii) After **two (2)** years of continuous service and upon giving three (3) months' notice, all employees shall be entitled to an unpaid leave of absence of the following conditions:
  - (a) The leave of absence shall be for a maximum period of one (1) year.
  - (b) Employees who are granted leave under this provision shall have their seniority frozen for the duration of the approved leave and shall neither earn nor lose seniority. Employees on such Leave of Absence shall neither earn nor lose seniority. For example, an employee with a January 1, 2000 seniority date shall have their seniority date adjusted to January 1, 2001.

- (c) Employees may return to work earlier than the scheduled end of the leave provided they give their Store Manager one (1) month notice of their early return to work date. Upon their return to work these employees will be scheduled in accordance to their revised seniority date (actual leave).
- (d) While on this approved leave of absence an employee shall not take employment with any competitor in the food business. (Violation of this provision may result in termination, see Section 11.02.)
- (e) Written application for a leave shall be made to the Store Manager. Written approval of a leave shall be provided to the Union and the employee involved.
- (f) Seniority shall be the determining factor in scheduling leaves of absence.
- (g) An employee who is on a leave of absence could be offered minimal part-time work with the Employer without seniority or rights to such work for the duration of the leave.
- (h) The period of time off will not count towards time worked for vacation entitlement.
- (i) Consider for leave can be applied for every three (3) years.
- (ii) **Education Leave: Employees with two (2) years or more of continuous service with the Employer shall be entitled to an Educational Leave of Absence for up to one (1) year without gain or loss of seniority as of the time the employee leaves.**

**10.02 Conflict of Interest:** It is agreed that the term "competitor" raised in Section 11.01 above shall mean any food and/or drug retail establishment. An employee working for a competitor as defined herein will be placed in a conflict of interest with their ongoing employment with the Employer.

An employee shall avoid any conflict with the interest of the Employer. A conflict of interest includes an obligation in a relationship with any person or organization, which competes or does business with the Employer that, could affect the employee's judgment in fulfilling his or her responsibilities to the Employer or which could affect the Employer's business interests.

Violation of this provision may result in termination. Prior to termination, the Employer shall notify the employee of the infraction so the employee can rectify the problem.

**10.03 Funeral and Bereavement Leave:** In the event of death in the immediate family of an employee, the employee will be granted up to two (2) days leave of absence with pay plus one day to attend a funeral or service. The length of such absence shall be at the discretion of the Employer however any decision to extend beyond the times outlined in this section are unpaid and shall not exceed two (2) weeks in total. The term "immediate family" shall mean spouse, parent, child, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandmother, grandfather, grandchild or any relative living in the household of the employee.

The family members listed in this paragraph include "step" family members, for example, father also includes step-father.

Notwithstanding the foregoing, if the death is a case of spouse, father, mother or child, the employee shall be entitled to an additional two (2) days leave of absence with pay. It is understood that in the case of a part-time employee, the compensation shall be at the average hours worked during the preceding thirteen (13) weeks.

Time off due to the death of a member of an employee's family must be taken at the time of the bereavement.

An employee's day off will not be altered to circumvent funeral leave benefits.

This leave may be extended, with the agreement of the Employer, by using vacation time or by requesting an unpaid LOA. **This leave may be extended for up to five (5) days with the agreement of the employer using other banked time.**

#### **10.04 Maternity Leave:**

- (1) An employee who is pregnant shall be given an unpaid leave of absence without loss of seniority or other privileges for a maximum of seventeen (17) weeks, which may begin up to thirteen (13) weeks prior to the expected delivery date and no later than the actual delivery date. The employee may choose to delay the commencement of her maternity leave, provided she is medically fit to perform the full range of duties of her position. This will not affect the employee's entitlement to pregnancy leave.

**An employee who requests leave under this section after the birth of a child or the termination of a pregnancy is entitled up to six (6) consecutive weeks of unpaid leave beginning on the date of the birth or of the termination of the pregnancy.**

- (2) An employee is entitled to up to six (6) additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, she is unable to return to work when her leave ends under subsection (1).
- (3) All such requests must be submitted in writing at least two (2) weeks prior to their return to work date and, if required by the Employer be accompanied by a medical practitioner's or nurse practitioner's certificate stating the reasons for the additional leave under 10.04 (2). The request must specify the length of the extension and the revised date the employee will be available to return to work. The length of the extension can be modified by mutual consent.
- (4) In addition to the pregnancy leave set out above, the attending physician certifying that the health of the mother or child may be in danger by the mother continuing to work may extend such leave prior to delivery.

**An employee requesting a shorter period than six (6) weeks after the actual birth to return to work must provide written notice to the Employer of not less than one (1) week before the date the employee proposes to return to work. If required by the Employer, the request must be accompanied by a physician's medical certificate stating the employee is able to return to work.**

- (5) Benefit entitlement for the above leaves shall be as required by the *Employment Standards Act*.

## **10.05 Parental Leave:**

- (1) An employee who requests parental leave under this Section is entitled to:
  - (a) for a birth mother who takes leave within one year of the birth of a child or children and in conjunction with maternity leave taken under Section 10.04 - up to sixty one (61) weeks of unpaid leave beginning immediately after the end of the leave taken under Section 10.04.
  - (b) for a birth mother who does not take a leave under Section 10.04 in relation to the birth of a child - up to sixty two (62) weeks of unpaid leave beginning after the child's birth and within seventy eight (78) weeks of that event.
  - (c) for a birth father - up to sixty two (62) weeks of unpaid leave beginning after the child's birth and within seventy eight (78) weeks of that event.
  - (d) for an adopting parent - up to sixty two (62) weeks beginning within seventy eight (78) weeks after the child or children are placed with the parent.
- (2) If certified by a licensed medical practitioner that the child requires an additional period of parental care, the employee is entitled to up to five (5) additional weeks of unpaid leave, beginning immediately after the end of the leave taken under subsection (1) above.
- (3) The employee is required to give the Employer four (4) weeks' advance notice in writing of their intention to take a leave. The Employer may request this notice be accompanied by a medical practitioner's certificate or other evidence of the employee's entitlement to leave.
- (4) Benefit entitlement for these above leaves shall be as required in the *Employment Standards Act*.

## **10.06 Family Responsibility Leave:**

An employee is entitled up to five (5) days of unpaid leave during each employment year to meeting responsibilities related to

- (a) the care, health or education of a child in the employee's care, or
- (b) the care or health of any other member of the employee's immediate family.

"Employment Year" shall mean a year beginning on the date the employee commence employment. Family Responsibility Leave does not accumulate from year to year.

## **10.07 Compassionate Care Leave:**

- (1) An employee is entitled to up to twenty seven (27) weeks of unpaid leave to provide care or support to a member of the employee's immediate family or any other person prescribed pursuant to section 52.1 of the Employment Standards Act and its regulations.

- (2) In order to qualify for the leave set out in 10.11(1), an employee must provide the Employer, as soon as practicable, with a certificate issued by a medical practitioner or nurse practitioner which states the family member for which the leave is taken has a serious medical condition with a significant risk of death within twenty six (26) weeks after:
  - (a) the date the certificate is issued, or
  - (b) if the leave began before the date the certificate is issued, the date the leave began.
- (3) Leave taken under this section shall be taken in units of one or more weeks, and end on the last date of the week in which the family member for which the leave was taken dies, or the expiration of fifty two (52) weeks from the date the leave began, whichever is earlier.
- (4) If the family member for which the leave was taken does not die prior to the leave expiring, an employee may be entitled to a further leave after obtaining a new certificate in accordance with 10.11(2).

## NEW

**10.08 Support for victims of Violence or Abuse:** The Employer recognizes that employees sometimes face situations of violence or abuse in their personal lives that may affect their attendance or performance at work. For that reason, and upon verification of the situation, the Employer will take reasonable steps to accommodate absences or performance issues arising directly from situations of violence or abuse that occur in the context of close personal relationships.

**In addition, the employer will provide up to five (5) days of paid leave to employees who have experienced domestic abuse or sexual violence, in accordance with the *Employment Standards Act* and its *Regulations*.**

Verified absences, which are not otherwise covered by the terms of the collective agreement will be granted as absent with permission without pay not to exceed two (2) months. Employees shall have the ability to fund these absences through any paid time off they have accumulated under the collective agreement at the time of absence.

**10.09 Military Leave: An employee who is a member of the Canadian Armed Forces, including the Primary Reserve, and who is part of an operational deployment, will, upon two (2) weeks' notice where possible, be granted a Leave of Absence without loss of seniority. Employees may be required to provide documentation to support the leave request.**

## **Section 11 – SCHEDULING HOURS OF WORK**

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**11.01** The current departments in the bargaining unit are:

- Grocery (including dairy, frozen foods and receiving);
- Produce;
- Front End (including cashiers, cash office, service clerks and file maintenance);

- Bakery;
- Café;
- Wellness;
- Floral; and
- Express (including grocery pick).

In accordance with Section 11.02, hours are assigned within a department.

**11.02 Subject to Section 5.01 regarding Full-Time employees, preference** in available hours of work in a store shall be given to senior employees in the same department within the store, provided they are available and can perform the work. It is understood that Delivery Driver duties may include picking orders for delivery.

It is understood that the employee shall assume his or her responsibility in notifying or in reporting any violation of the seniority Clause in the allocation of hours at the earliest possible time. Any monetary adjustment or compensation arising from incorrect scheduling shall not be paid retroactively for a period greater than two (2) weeks prior to the time the Grievance was first lodged.

The Employer will endeavour to maximize the number of hours scheduled for part-time employees in accordance with their seniority and the Collective Agreement, provided they are available and can perform work and provided they have not restricted their availability. The foregoing does not imply an obligation to schedule more hours in any department than the Employer has determined necessary.

**Full-time employees may maintain their hours by claiming hours that would otherwise be provided to junior part-time employees in another department, subject to the full-time employee having the skill and ability to do the work.**

**11.03 Scheduling of Overlapping and Abutting Shifts:** Where it can be shown that overlapping and abutting shifts have been scheduled to deny senior employees available hours, this shall be discussed between the parties. Where a disagreement arises under this Subsection and results in a Grievance, the parties will have two (2) weeks from the date the matter is brought to the attention of the Employer to correct any errors in scheduling before a claim for lost wages can be filed.

**11.04 Restriction of Availability:** A part-time employee who works less than the basic workweek and restricts his or her availability shall sign a form so advising the Employer. One (1) copy of the form is to be mailed to the Union by the Employer. Such employee shall forfeit their right to claim any hours in excess of the number of hours to which they have restricted themselves. When reductions in hours occur, the junior employee, whether or not he or she is of restricted status, shall be reduced first. If an employee wishes to end his or her restricted status, the employee shall so advise the Employer in writing. The employee's full seniority rights shall begin from the date he or she advises the Employer of his or her full availability. An employee shall not be entitled to fill out a form, as outlined above, more than once per year unless otherwise mutually agreed.

A full-time employee who reverts to part-time status at his or her own request shall be considered to have restricted his or her availability and the foregoing shall apply.

Employees shall not be permitted to restrict their availability below sixteen (16) hours per week except for health reasons supported by a letter from a doctor, or unless mutually agreed between the Employer and the employee.

The Employer will endeavour to schedule full eight (8) hour shifts.

## **Section 12 – NOTICE OR PAY IN LIEU OF NOTICE**

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**12.01** Commencing after four (4) months from date of employment, full-time employees when terminated by the Employer, unless guilty of rank insubordination, dishonesty, drunkenness, obvious disloyalty, other just cause or absence without Leave unless having a bona fide reason for such absence, shall receive notice in writing or pay in lieu of notice as follows:

- After four (4) months and up to three (3) years of continuous service
  - one (1) week's notice in writing or one (1) week's wages in lieu thereof.
- From two (2) three (2) years up to five (5) years' continuous service
  - two (2) weeks' notice in writing or two (2) weeks' wages in lieu thereof plus one additional week with wages for each year to a maximum of eight (8) weeks.
- From five (5) years up to eight (8) years' continuous service
  - three (3) weeks' notice in writing or three (3) weeks' wages in lieu thereof.
- More than eight (8) years' continuous service
  - four (4) weeks' notice in writing or four (4) weeks' wages in lieu thereof.

**12.02** This Section shall not invalidate an employee's right to process his or her termination and to be reinstated as set out in Section 17, providing the employee has been employed by the Employer four (4) calendar months or more.

**12.03** The Employer agrees to give full-time employees one (1) week's notice in writing prior to layoff. Such notice shall not be required in cases of layoffs due to fire, flood or other cases of *force majeure*.

**12.04** Full-time employees reduced to part-time who terminate or are terminated within three (3) months of the date of their reduction to part-time shall be given whatever pay in lieu of notice they were entitled to immediately prior to the date of their reduction to part-time, unless terminated for and guilty of rank insubordination, dishonesty, drunkenness, obvious disloyalty or absence without Leave except where the employee has a bona fide reason for such absence.

**12.05** A copy of notice of dismissal or layoff of full-time employees who have been employed more than four (4) calendar months shall be forwarded to the Union office at the date of giving such notice to the employee concerned.

**12.06** Where the Employer intends to close a store, the Employer shall comply with Section 54 of the *Labour Relations Code*, and where applicable, with Section 64 of the *Employment Standards Act*.

## **Section 13 – SENIORITY**

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**13.01** Seniority for employees shall mean length of continuous service **from date of hire and within the employee's respective department, (excluding pre-ratification 2013 employees hired under the Dunbar agreement who will maintain their seniority by the following classifications, general clerk and clerk cashier)** with this Employer in British Columbia. Paid time off will be considered as hours worked. For clarification, continuous service shall include all leaves of absence from work pursuant to the Collective Agreement (i.e., vacations, accident, illness, and all approved leaves of absence).

Seniority lists of all employees shall be forwarded to the Union office **and posted in store twice per year.**

The Employer agrees to forward an annual list of all employees' names and addresses to the Union office in addition to seniority lists, once per year.

Seniority will be lost if an employee:

- Voluntarily leaves the employ of the Employer; or
- Is discharged; or
- Is absent without approved leave for a period of more than three (3) working days; or
- Fails to report to work within three (3) working days of being recalled from a layoff as per Section 13.03 below.

The first seniority list for each (new) store will be created thirty (30) days after that store's opening date and will be updated and thereafter will be updated and posted as described above.

**13.02 Status Definition:** Full Time (FT) status is based on a forty (40) hour workweek.

To qualify for FT status; based on seniority; the employee must work an average of thirty-six (36) hours per week for thirteen (13) consecutive weeks, and have open availability.

Any employee working less than thirty-six (36) hours per week is considered Part Time (PT).

The foregoing does not imply any obligation to schedule more hours in any department than the Employer has determined are operationally necessary.

**13.03 Layoff and Recall: Length of continuous employment with the Employer**, shall govern in cases of layoffs and recall, provided the employee has the ability to perform the work required. Where required by the Employer, Assistant department **managers** are exempt from the layoff provisions of this Section.

Employees laid off in accordance with the above provisions shall be recalled to work in order of length of service with the Employer, provided no more than six (6) months has elapsed since the last day worked by the employee, for employees with one (1) year or more of service, no more than twelve (12) months has elapsed since the last day worked by the employee.

If an employee, when contacted, for proper and sufficient reason is not immediately available to commence work, the next employee on the list can be hired temporarily. If the

contacted employee cannot report for work until three (3) working days later, the employee shall exchange seniority with the next employee on the list who is immediately available for employment, until the employee is recalled, at which time the employee shall resume their original seniority status. If the employee does not report in one (1) calendar week from date of recall without proper or sufficient reason, the employee shall be dropped from the seniority list.

The employee shall keep the Employer informed of their current address and telephone number. If the Employer is unable to contact the employee within five (5) working days, or if the employee is contacted and refuses the employment without proper and sufficient reason by the end of the five (5) day period, the employee will be dropped from the seniority list.

Employees rehired in accordance with this Section shall retain their previous length of service for the purposes of this Section and Section 13.

**Full-time employees subject to lay-off may utilize their bargaining unit seniority to transfer into another department subject to having the skill and ability to perform the available work. Where the employee elects to make such a transfer, they will be credited with seniority in their new department, based on their previous department seniority.**

## **Section 14 - UNION'S RECOGNITION OF MANAGEMENT'S RIGHTS**

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**14.01** The Union agrees that the management of the company, including the right to plan, direct and control the Store operations, the direction of the working force and the termination of employees for just or proper cause, are the sole rights and functions of the Employer.

Probationary Period: During the first four (4) months of employment, each new employee shall be on probation and will receive a written evaluation within three (3) months of employment. Evaluations will be given to the probationary employee and the Chief Shop Steward, as well as delivered to the Union office by **request**. Time off, such as WI, WCB will be added to probationary period.

**14.02** Employees who have restricted their availability or restrict their availability any time during the first 4 months, shall have their probationary period extended by two (2) months and any employee who is on an absence due to medical reasons by the length of the medical absence. The decision whether to retain or not to retain the employee's services shall be the sole right of the Employer and any termination occurring during that period shall not be subject to Sections 15 and 16 of this Agreement. It is agreed that this paragraph will not apply if it can be shown that an employee has been terminated for any lawful Union activity, in accordance with Section 19.08.

**14.03** Those matters requiring judgment as to competency of employees are also agreed to be the sole right and function of management, subject however, to discharge of employees on grounds of alleged incompetence being processed under Sections 15 and 16 of this Collective Agreement, providing that such employees have been employed by the Employer beyond the probationary period outlined above. The Parties agree that the foregoing enumeration of management's rights shall not be deemed to exclude other recognized functions of management not specifically covered in this Agreement. The Employer, therefore, retains all rights not otherwise specifically covered in this Agreement.

**14.04** The exercise of the foregoing shall not alter any of the specific provisions of this Agreement.

## **Section 15 - GRIEVANCE PROCEDURE**

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**15.01** Any complaint, disagreement or difference of opinion between the parties hereto concerning the interpretation, application, operation or any alleged violation of the terms and provisions of this Agreement shall be considered a grievance.

**15.02** Grievances shall be submitted within 30 days of the event giving rise to the grievance and must be presented in writing and shall clearly set forth the grievance and the contentions of the aggrieved party, following which the Union representative or representatives and the Employer representative or representatives shall meet and in good faith shall earnestly endeavor to settle the grievance submitted. If a satisfactory settlement cannot be reached or if the party on whom the grievance has been served fails to meet the other party within fourteen (14) days of receiving the written grievance, either party may, by written notice served upon the other, require submission of the grievance to a Board of Arbitration, such Board to be established in the manner provided in Section 18 of this Agreement.

**15.03** Grievances involving the dismissal or layoff of an employee must be submitted to the Employer within ten (10) working days from the date of dismissal or layoff.

**15.04** Any employee alleging wrongful dismissal may place his allegation before the Union representative and, if the Union representative considers that the objection of the employee has merit, the dismissal shall become a grievance and be subject to the grievance procedure as established by this Agreement.

**15.05** Employer agrees to reply in writing as to the disposition of all grievances submitted by the Union.

## **Section 16 - ARBITRATION**

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**16.01** The Board of Arbitration shall be composed of a single arbitrator.

**16.02** Within thirty (30) days of appointment, the Arbitrator shall hear the matter in dispute and shall render a decision within fourteen (14) days of completing the hearing. It is understood and agreed that the time limits as set forth herein may be altered by mutual agreement between the Employer and the Union.

**16.03** Grievances submitted to the Arbitrator shall be in writing and shall clearly specify the nature of the issue.

**16.04** In reaching its decision, the Arbitrator shall be governed by the provisions of this Agreement. The Arbitrator shall not be vested with the power to change, modify or alter this Agreement in any of its parts, but may, however, interpret its provisions.

**16.05** The findings and decision of the Arbitrator shall be binding and enforceable on the parties.

**16.06 Expedited Arbitration:** Expedited Arbitration may be proposed by the Union or the Employer within forty-five (45) days after the grievance has been filed. Within seven (7) days of referral to Expedited Arbitration, either party must respond as to their decision to proceed to Expedited Arbitration or Arbitration under Section 16.01.

**16.07 Troubleshooter**

**Komol Kandola**, Mark Brown, Julie Nichols or any other individual agreed by the parties, shall be scheduled on a rotating basis to conduct expedited hearings on the following basis:

- a) Either party may refer grievances to this process upon providing the other party with three (3) weeks notice of a grievance being referred. Both parties must agree before a grievance is placed on the troubleshooter agenda.
- b) Only grievances where the parties have shared all relevant information regarding the grievance and all reliance documents and facts have been exchanged shall be referred. The parties agree that disclosure of information and documents will take place in a timely manner.
- c) New evidence, including facts or documents, may be introduced after the referral is made only where disclosure of this new evidence was not possible prior to the referral. In such cases, the party that is introducing the new evidence shall provide immediate disclosure to the other party. Upon request of the party in receipt of this new evidence, the process may be adjourned to allow a fair opportunity for analysis and reply.
- d) Decisions of the troubleshooter shall be in writing but shall be without prejudice, non-precedent setting and shall be publicized.
- e) Legal counsel shall not be used by either party.
- f) The parties shall develop other procedures or guidelines as necessary.

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**Section 17 - MISCELLANEOUS**

**17.01 Union Decal:** The Employer agrees to display the official Union decal of the United Food and Commercial Workers International Union in a location where it can be seen by customers.

**17.02 Wearing Apparel:** The Employer shall make available a smock or apron to each. Employees are required to supply their own safety footwear.

The Employer may develop a dress standard for employees, including hairnets and hats. The dress standard will include personal appearance standards, as well as, style and colour of pants and shirts.

The Company will post a policy on Wearing Apparel, dress code and protective clothing following these principles:

1. The Company will provide and launder any supplied aprons or smocks as required.
2. The Company will provide uniforms as required but will only launder uniforms for Bakery Clerks.

When an employee is required by the Employer to wear a uniform or special article of wearing apparel, such uniform or special article of wearing apparel shall be furnished, cleaned, laundered, repaired or given similar services connected with the upkeep thereof free of cost to the said employee by the Employer and no deduction from the wages of the employee, or other charge upon the employee, shall be made by the Employer for such uniform or special article of wearing apparel or for the cleaning, laundering, repairing or upkeep thereof.

Special clothing, such as rain capes and parkas, are to be supplied by the Employer where required. Members shall be permitted to wear sweaters, providing they are acceptable to the Employer. Employer shall provide fleece vests and fleece jackets when required.

The Employer shall provide jackets to any employee that has to work in the freezers on a regular basis and during cold weather to employees that have to work outside of the store.

**17.03 Tools and Equipment:** All tools and equipment which are required to be used by the employees shall be supplied and kept in repair by the Employer at no cost to the employee. These items must be kept on the premises.

**17.04 Charitable Donations:** Employee donations to charity funds shall be on a strictly voluntary basis.

**17.05 Time Off to Vote:** The Employer agrees that it will fully comply with any law requiring that employees be given time off to vote.

**17.06 Polygraph Tests:** The Employer agrees that polygraph or similar lie detector tests will not be used.

**17.07 Information:** If the Union requires information regarding accumulated hours of work for the purpose of establishing the pay rate of an employee, the Employer agrees to co-operate to supply such information back to a period of two (2) years or such longer time as may be required to establish his or her proper rate of pay.

In any grievance regarding hours worked by an employee and the amount paid to an employee, the Employer shall promptly supply such information in respect to the two (2) pay periods immediately prior to the request. If information for a longer period is required, the normal process of the grievance procedure shall apply.

The Union shall not use the foregoing provision to request information that does not pertain to a specific grievance of an employee.

**17.08 Intimidation:** No employee shall be discharged or discriminated against for any lawful Union activity, or for serving on a Union committee outside of business hours, or for reporting to the Union the violation of any provision of this Agreement.

If an employee walks off the job and alleges management has deliberately coerced or intimidated him or her into doing so, the matter shall be considered under the grievance procedure and, if such allegations are proved to be true, then the employee shall be considered not to have resigned. Such grievances must be filed no later than five (5) days after the incident that gave rise to the situation.

This is not to be construed to restrict management personnel from reprimanding an employee as required to maintain the proper operation of the Store.

**17.09 Picket Lines:** The Employer agrees that in the event of a legal picket line of another trade Union being in existence at any of the Employer's Stores covered by this Agreement, the Employer will in no way require or force members to report to work behind such a picket line. Nor will the Employer discipline or in any way discriminate against an employee who refuses to report to work while a legal picket line exists at his or her place of work.

**17.10 Employee's Personnel File:** A copy of formal discipline report to be entered on an employee's file will be given to the employee. The employee will be required to sign management's copy. Such signature will indicate receipt of formal reprimand only. Subject to giving the Employer advance notice, employees shall have access to their personnel file.

**17.11 Discipline Interviews:** Where an employee attends an interview with management for the purpose of receiving a formal discipline report or for a security interview, the employee shall have the right to a witness of his or her choice. If during any other private corrective interview with management it is determined that there will be a discipline report on the employee's record or the employee feels there is a violation of Section 17.09, the interview may be temporarily suspended so that the employee may call in a witness of his or her choice. Any witness used by the employee in the above situations will be another employee working in the Store at the time the interview is being held. It is understood the witness is an observer and not a participant.

**The Employer will ensure that copies of all written discipline reports are sent to the Union by email at [reception@ufcw1518.com](mailto:reception@ufcw1518.com) or any other address that the union provides, but a good faith omission to do so will not impact the viability of the discipline.**

**17.12 Harassment and Discrimination:** Both the Employer and the Union endorse the principles outlined under the B.C. *Human Rights Code*.

The Employer and the Union recognize the rights of employees to work in an environment free from harassment, including sexual harassment, and discrimination. Where an employee alleges that harassment or discrimination has occurred on the job the employee shall have the right to grieve under the Collective Agreement. Where the Employer or the Union has received an allegation of harassment or discrimination, it will be investigated on a priority basis in accordance with this joint commitment.

**17.13 Bulletin Boards:** Bulletin boards will be supplied by the Union and will be placed in the store as mutually agreed. It is understood that these bulletin boards are the property of the Union and shall be for their exclusive use.

A person so authorized by the Union may post bulletins authorized by the Union.

Any other bulletins may only be posted by mutual agreement between the Union and designated Management.

- 17.14 Lockers:** The Employer shall provide secure lockers for use of each store employee during their shift, providing such space is available.
- 17.15 Maintenance of Adequate Heating Facilities:** The Employer agrees to maintain adequate heating facilities in each store. Furthermore, the Employer shall follow the guidelines for temperature control, including absolute minimum and maximum temperatures as required by the government and/or WCB regulations.
- 17.16 Drinking Water:** Employer shall provide filtered drinking water for employees.
- 17.17 Technological or Other Change:** If the Employer introduces or intends to introduce a measure, policy, practice or change that affects the terms, conditions or security of employment of a significant number of employees to whom the collective agreement applies, then the terms of section 54 of the BC Labour Code shall apply.
- 17.18 First Aid Training:** The Employer will pay the full course cost of First Aid training required for employees. All required training time shall be paid at regular time worked at the employee's pay rate.

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## **Section 18 - HEALTH AND SAFETY COMMITTEE**

- 18.01 Health and Safety Committee:** The Employer agrees to maintain a Health and Safety Committee in each store. The Committee shall function in accordance with the Workers' Compensation Board Health and Safety Regulations.

A member of the bargaining unit shall be elected by Bargaining Unit members in the store or shall be appointed by the Union to the Health and Safety Committee.

- 18.02** The Employer has the primary responsibility for ensuring that safe conditions prevail within the workplace, to take appropriate and effective measures, both preventive and corrective, to protect the health and safety of employees.

This will include, but is not limited to, providing the Union with the details of the Employer's Health & Safety Program. The Union will be provided with applicable incident reports and recommendations flowing from any incident.

All safety clothing and protective equipment (excluding safety footwear) required for the protection of employees, or as required by the Employer, or as per WCB orders on the Employer, shall be provided for and maintained by the Employer. The Employer will provide a selection of rubber safety boots for use by employees.

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## **Section 19 - TIME OFF FOR UNION BUSINESS - UNION REPRESENTATION**

- 19.01** The Employer agrees that employees chosen to attend to Union business in connection with conventions, conferences, seminars or Union negotiations shall be given time off up to seven (7) days according to the following formula:

- (a) Not more than one (1) employee from any one Store.
- (b) Up to one hundred (100) employees in the Bargaining Unit
  - one (1) employee.
- (c) For each additional one hundred (100) employees or part thereof in the Bargaining Unit
  - one (1) employee but not to exceed a total of nine (9).

The Union shall notify the Employer at least two (2) weeks in advance of the commencement of all such leaves of absence.

**19.02** Upon at least two (2) weeks' notice, the Employer shall grant a leave of absence, for purposes of Union business, to one (1) employee on the following basis:

- (a) Up to six (6) months' leave of absence without review and a further six (6) months by mutual agreement.

**19.03 Provincial Conferences:** In the event the Union should call a Provincial Conference, time off for Union business shall be granted according to the following formula:

- (a) One (1) employee from each Store of the Employer shall be granted time off.
- (b) Fifty (50) or more employees in the store – two (2) employees shall be granted time off.
- (c) One hundred (100) or more employees in the store
  - three (3) employees shall be granted time off.

The Employer shall be given at least three (3) weeks' notice of such conference.

**19.04** The Employer will bill the Union and the Union will reimburse the Employer for wages and benefits paid to the employee during leaves set out in 21.01, 21.02 and 21.03.

**19.05 Visits of Union Representatives:** Duly authorized representatives of the Union shall be entitled to visit the Store for the purpose of observing working conditions, interviewing members and unsigned employees and to ensure that the terms of the Collective Agreement are being implemented.

The interview of an employee by a Union Representative shall be permitted after notifying the Store Manager, or whoever is in charge, and shall be:

- (a) Carried on in a place in the store designated by Management;
- (b) Held whenever possible during the lunch period; however, if this not practical;
- (c) During regular working hours. Time taken for such an interview in excess of five (5) minutes shall not be on Employer time, unless with the approval of Management;
- (d) Held at such times as will not interfere with service to the public;

Union Representatives shall be permitted to check employee time records including work schedules.

**19.06 Stewards Recognition:** It is recognized that shop stewards may be elected or appointed by the Union from time to time and the Employer will be kept informed by the Union of such appointments or elections.

The Employer agrees to recognize shop stewards and alternate shop stewards for the purposes of overseeing the terms of the Collective Bargaining Agreement being implemented and for the purposes of presenting complaints and grievances to the designated management of the store.

The Employer agrees to recognize Shop Stewards and alternate Shop Stewards in the Store.

Shop Stewards may introduce themselves to newly hired employees. This shall include the Shop Steward providing the new hires with copies of the Collective Agreement booklet and a new member kit. Shop Stewards shall be entitled to do so on company time.

The Shop Steward and, in the absence of the Shop Steward, another member of the Bargaining Unit of the employee's choice shall be present when a member of the Bargaining Unit:

- (i) Is given a reprimand which is to be entered on the employee's personnel file.
- (ii) Is suspended or discharged.

Where appropriate the Shop Steward/Witness will be briefed in advance of the meeting with the employee.

When a Shop Steward is investigating a Grievance or a complaint on Company time, the Steward must first obtain permission from his/her immediate Supervisor or the Store Manager. Such permission will not be unreasonably denied.

**19.07** It is agreed that Joint Labour Management meetings will be held on a regular basis, at least once per quarter, involving an equal number of management and employee representatives. The purpose of these meetings is to promote a harmonious relationship between management and employees at the store.

## **Section 20 - EXPIRATION AND RENEWAL**

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**20.01** This Agreement shall be for the period from and including **June 1, 2023**, to and including **June 1, 2028**, and from year to year thereafter, subject to the right of either Party to the Agreement, within four (4) months immediately **June 1, 2028**, preceding or any subsequent anniversary date thereafter to:

- (a) Terminate this Agreement, in writing, **effective June 1, 2028**, or any subsequent anniversary thereof.
- (b) Require the other party to this Agreement, in writing, to commence collective bargaining to conclude a revision or renewal of this Agreement.

Should either party give notice pursuant to (b) above, this Agreement shall thereafter continue in full force and effect and neither Party shall make any change in the terms of the said Agreement, or increase or decrease the rate of pay of any employee for whom collective bargaining is being conducted, or alter any other term or condition of employment until:

- (i) The Union gives notice of strike in compliance with the *Labour Relations Code* of British Columbia, or
- (ii) The Employer gives notice of lockout in compliance with the *Labour Relations Code* of British Columbia.

The operation of Section 50 (2) and 50 (3) of the *Labour Relations Code* of British Columbia is hereby excluded.

**SIGNED THIS 23<sup>rd</sup> DAY OF OCTOBER, 2025.**

For the Union



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Patrick Johnson  
President, UFCW 1518

For the Employer



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Brian Bradley  
President, Stong's Market

## Letter of Understanding #1 - New Departments - RENEW

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From time to time, the Employer may establish new departments according to the following criteria:

1. a new group of products or commodities are to be sold or services offered;
2. the preexisting mix of products or commodities is substantially altered to the extent that merchandising and staff requirements are substantially altered.

When a new department is established, the Department Manager for that Department will be added to the exclusions under Article 1.

When a new department is established, the parties will discuss whether a new **department** should be created, and whether the maximum wage rate for that new **department** should be set at a different level than cashiers and general clerks.

Where the parties do not reach agreement, the dispute will be subject to mediation/arbitration on an expedited basis.

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, .

RENEWED THIS ----- OF APRIL ----- .

RENEWED THIS ----- day of -----, ----- --.

**RENEWED THIS 3<sup>rd</sup> day of December, 2024.**

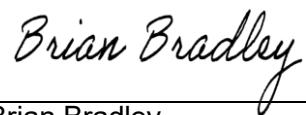
For the Union



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Patrick Johnson  
President, UFCW 1518

For the Employer



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Brian Bradley  
President, Stong's Market

## **LETTER OF UNDERSTANDING #2 Amalgamation of Agreements - NEW**

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### **RE Amalgamation of Agreements:**

**The parties have agreed to amalgamate the terms and conditions in the collective agreements for Stong's Market LTD. New Full-Service Locations (Northwoods), expiry December 31, 2023, and Stong's Market LTD. (Dunbar), expiry March 31, 2023.**

**The new Collective Agreement will be between UFCW Local 1518 and Stong's Markets LTD, and will cover all Local 1518 bargaining unit employees.**

**The intention of the parties in amalgamation of the agreements, is to bring all employees under a single contract, while maintaining or improving terms, of employment held by employees hired prior to the amalgamation.**

**Following ratification of a new amalgamated agreement, should either party identify a term or condition of employment which is now less favourable to those employed under the Dunbar Agreement than the terms that previously applied to them, then the parties will meet in good faith to resolve the matter.**

**If a solution cannot be reached, the issue will be referred to the grievance procedure.**

**This letter will expire eight (8) years from the date of ratification, December 19, 2024, of the Collective Agreement unless otherwise specifically renewed.**

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_.

RENEWED THIS ----- OF APRIL -----.

RENEWED THIS ----- day of -----, ----- --.

**RENEWED THIS 3rd day of December, 2024.**

For the Union



Patrick Johnson  
President, UFCW 1518

For the Employer



Brian Bradley  
President, Stong's Market

## **LETTER OF UNDERSTANDING #4 - Minimum Wage RENEW**

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The parties agree that should the minimum wage in the province of British Columbia increase during the term of this Agreement, the rates will be adjusted so as to ensure there is a minimum forty cents (\$0.40) differential between any rate in effect at the time of the increase in minimum wage and the minimum wage for the province.

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, -

RENEWED THIS ----- OF APRIL ----- .

RENEWED THIS ----- day of -----, ----- --.

**RENEWED THIS 3<sup>rd</sup> day of December, 2024.**

For the Union



Patrick Johnson  
President, UFCW 1518

For the Employer



Brian Bradley  
President, Stong's Market

## **LETTER OF UNDERSTANDING #5 - Joint Policy Against Harassment & Discrimination RENEW**

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The Company and the Union are committed to providing the best possible working environment for you and your co-workers.

The purpose of this Joint Policy is to promote a climate of mutual respect, to prevent discrimination and harassment for every member of the Employer and the Union. For the purposes of this policy, a "member" is defined as any member of the Union or any employee of the Company.

### **Policy Statement**

Every individual has the right to be treated with respect in the workplace and to work in an environment free from harassment and discrimination. The Employer and the Union in exercising their responsibilities, will endeavour at all times to provide a work environment which is supportive of both productivity and the dignity and self-esteem of every member.

The Employer and the Union are committed to providing a work environment that is free of discrimination, including harassment and will make every reasonable effort to ensure that no member is subject to discrimination or harassment.

As such, the Employer and the Union will not condone harassment of, or by, any of its members:

- In the workplace;
- At any work-related and/or staff social function;
- During work related travel;
- At conferences or training sessions;
- Through oral or written or electronic communication.

Such behaviour is considered a serious breach of workplace rules, and any members who know or reasonable ought to have known that their actions or omissions constitute discriminatory behavior will be subject to disciplinary action, including termination.

The responsibility to create and maintain a positive work environment rests with all persons sharing the workplace. Managers, supervisors and co-workers are expected to recognize and refrain from actions, which offend, embarrass or humiliate others, whether deliberate or unintentional.

Management has an ongoing responsibility to respond in a timely manner to stop any activity in the workplace which undermines this policy, whether or not there has been a complaint. Members have an equal responsibility not to be frivolous or vindictive in making accusations. All information will be treated confidentially and the focus of the investigation will be on relevant factual information.

It remains the responsibility of the complainant to provide details to the Company. However, should either the Union or the Company discover anything that undermines this Policy, they will take reasonable steps to address it, whether a complaint has been filed or not.

## HARASSMENT & SEXUAL HARASSMENT

Harassment is defined as an incident or, series of incidents of unsolicited, unwelcomed, disrespectful or offensive verbal or physical behavior, whether deliberate or unintentional:

1. That is threatening, intimidating, or demeaning of a person or group of persons; and
2. Is behavior that the harasser either knew, or should reasonable have known, is unwelcome; and
3. Has no legitimate work related purpose; and
4. Has the effect or purpose of unreasonably interfering with a person's or group's status or performance, or creates a hostile or offensive working environment; or
5. Has the effect or purpose of offending or demeaning a person or group of persons on the basis of race, colour ancestry, place of origin, religion, family status, marital status, physical or mental disability, age, sex or sexual orientation, or gender identity or because that person has been convicted of a criminal or summary conviction offense that is unrelated to the employment of that person.

Examples of harassing behavior include but are not limited to:

- (a) assault;
- (b) unwelcome remarks, jokes, innuendoes or taunting;
- (c) threats, verbal abuse or physical abuse;
- (d) obscene gestures;
- (e) expressions of bias or prejudice;
- (f) displays of materials, including photographs, pictures, or graffiti that are offensive.

Harassment does not include the proper exercise of management rights.

Sexual harassment is a specific type of harassment and is defined as unwelcome conduct of a sexual nature, including but not limited to unwelcome sexual advances, requests for sexual favours or other verbal or physical conduct of a sexual nature when:

1. submission to such conduct is either explicitly or implicitly a term or condition of employment;
2. submission to or rejection of such conduct is used as the basis for employment or employment decisions affecting that member; or
3. such conduct has the effect or purpose of unreasonably interfering with a member's work performance or creating an intimidating, hostile, or offensive work environment, or leaders to adverse job-related consequences for the victims or harassment.

Examples of Sexual Harassment include but are not limited to:

- (a) Verbal harassment or abuse, such as sexist jokes told or carried out after having been advised that the conduct is embarrassing or offensive, or sexist jokes that are by their nature embarrassing or offensive;
- (b) Unwelcome invitations or requests, whether indirect or explicitly, or intimidation or any other comments that might be construed as demands for sexual favours;
- (c) Unwelcome suggestive remarks, jokes, innuendos, or taunting about a person's body or sex;
- (d) Display or distribution of pornographic or other offensive or derogatory pictures of materials of sexual nature;
- (e) Leering, staring, or other sexual gestures;
- (f) Unnecessary physical contact such as touching, patting, pinching or punching; after being advised that such conduct is embarrassing or offensive.
- (g) Physical assault of a sexual nature.

What to do if you feel you are harassed – A guide for UFCW Local 1518 Members

### THE INVESTIGATIVE REPORT

If you feel that you are harassed, you should immediately document the incident(s), keeping a record of the dates, times, places, witnesses, details of the events, your actions and all other relevant details.

In attempting to resolve the harassing/discriminatory behavior, follow these guidelines:

1. Say No. (You may seek guidance ie. Go to step 2 before or at the same time as step 1.) You should not ignore the harassment and should make known your disapproval or uneasiness to the offender in an unmistakable and clear manner. If you are uncomfortable with doing this, or believe the behavior is so serious in nature, you may seek guidance or proceed directly to filing a complaint.
2. Seek guidance. You may approach your supervisor, your manager, human resources department, or your union representative for guidance or advice.
3. The Employer and the Union may choose to conduct an informal investigation/discussion to determine whether the complaint can be resolved without a formal investigation.
4. In the alternative, the Company and the Union may appoint an independent investigator to conduct the investigation. With the consent of the parties, the third party may be given the authority to issue a binding resolution to the complaint in addition to making findings of fact. The cost of the investigation will be borne equally by the Employer and the Union.

## FILING A FORMAL COMPLAINT

1. Document the incident(s) keeping a record of the dates, times, places, witnesses, details or the events, your actions and all other relevant details.
2. Submit your documentation expressing your intention of filing the formal complaint to the Store Manager or in his absence a designate or a Business Representative of UFCW Local 1518.

## INVESTIGATION AND RESOLUTION

Upon receipt of a formal complaint, and subject to Item 4 above, the Employer and the Union will immediately undertake a comprehensive and objective investigation. The investigation will always include, but not be limited to, interviewing the complainant, the alleged harasser and anyone else who may have pertinent information. The employer will investigate any matters that directly impact on management personnel and report back to the Union.

The alleged harasser will be informed of the complaint and will be given an opportunity to respond.

The complainant and the alleged harasser, if a member of Local 1518, will have access to representation from the Union at all phases of the investigation and any hearing that may result.

If the allegations of harassment or discrimination are found to be proven, a determination of the appropriate action will be made by a senior member of management and if the Union is in disagreement, the matter may proceed to arbitration. Such action may range from a reprimand to termination or other appropriate action in relation to all the circumstances.

If the complainant chooses to exercise his/her rights and pursue the issue through the grievance procedure in the Collective Agreement, through Human Rights, or any other formal process, while the internal investigation is ongoing, the investigation may cease immediately.

If a complaint is found to be without merit, in order to protect the alleged harasser's reputation, all those individuals who were involved with the investigation will be advised that the complaint was unfounded.

A complaint brought under this policy which is determined to be malicious or filed in bad faith may cause the Employer to take disciplinary action against the complainant.

## PROTECTION FROM RETALIATION

Where a complaint is held to be justified, a reasonable effort will be made to protect the complainant from any retaliation. Retaliation is any inappropriate action taken against an individual who has made a complaint or cooperated in an investigation or a complaint.

## ADDENDUM

Nothing in this policy is intended to preclude an individual's right to file a complaint with the Human Rights Commission, a grievance with the Union, or take any other civil or criminal action the member feels is appropriate.

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_

RENEWED THIS ----- OF APRIL -----, -----.

RENEWED THIS ----- day of -----, -----.

**RENEWED THIS 3<sup>rd</sup> day of December, 2024.**

For the Union



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Patrick Johnson  
President, UFCW 1518

For the Employer



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Brian Bradley  
President, Stong's Market

**LETTER OF UNDERSTANDING #6 - Drug and Alcohol Assistance Program - RENEW**

The Employer and the Union recognize that drug and alcohol abuse can have serious negative impact on both the Employer and the employee. The parties mutually agree to co-operate in resolving problems with drug or alcohol abuse with a view towards rehabilitating employees suffering from such abuse.

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, -

RENEWED THIS ----- OF APRIL ----- .

RENEWED THIS ----- day of -----

**RENEWED THIS 3rd day of December, 2024.**

For the Union



Patrick Johnson  
President, UFCW 1518

For the Employer



Brian Bradley  
President, Stong's Market

## **APPENDIX A**

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**All language in Appendix A Dunbar applies to all Employees who were under the Dunbar Collective Agreement as per the date of ratification, December 6, 2013.**

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**5.02 Accumulated Paid Time Off (ATO):** Regular full-time employees shall accumulate paid time off at the rate of four (4) hours for each basic workweek completed. Basic workweeks shall be those described in this subsection and shall also include time off due to Jury Duty and Witness Duty as set out in Section 7.08, and Funeral Leave as set out in Section 10.04, provided the employee has actual hours worked in the week.

Restricted employees who lift their restriction and are able to proceed to full-time status based on their seniority, shall not be required to meet the full-time status requirement (forty (40) hours per week for eight (8) weeks) of the Collective Agreement.

It is understood where the above causes a junior full-time employee to be reduced to part-time status, this reduction is not a reduction by the Employer.

Days off with pay as a result of accumulated paid time off shall, in the week in which they are taken, be considered as hours of that basic workweek.

Full-time employees shall accumulate the four (4) hours per week ATO on all weeks of vacation if eligible.

When an employee has accumulated eight (8) hours, he or she shall receive a day off with pay scheduled by the Employer within the next four (4) weeks, such day to be combined with an employee's regular day off when it does not interfere with the operation of the store.

ATO accumulation can vary to a maximum of plus or minus twenty (20) hours in employee ATO bank.

Employees shall not be required to take an ATO day if they are minus twenty (20) hours of ATO.

The plus/minus ATO number may be altered by mutual agreement between the employee and the Employer.

**5.04 ATO and Lateness:** If an employee is chronically late and has been formally notified by Management that further incidents of being late will result in loss of ATO, then ATO may be cancelled for that week.

Sunday can be considered as a "regular day off" for purposes of combining days off. An employee who terminates or is terminated, or reverts or is reverted from full-time to part-time status, or who is promoted out of the jurisdiction of the Union, shall receive payment for any hours of paid time off accumulation that he or she is entitled to at the time of his or her termination or promotion out of the jurisdiction of the Union.

For the purposes of this Section, a part-time employee who works forty (40) hours per week, including statutory holidays, for eight (8) consecutive weeks, exclusive of replacement hours, shall be entitled to receive accumulated paid time off as provided in this Section at the appropriate full-time rate of pay.

"Replacement hours" shall be those hours that an employee works or is assigned that would normally be worked by another employee were it not for the latter's absence due to illness, vacation, Leave of Absence, Workers' Compensation, Weekly Indemnity or other contractual absence. The employee shall be advised when he or she works or is assigned replacement hours.

In the event that an employee working more than thirty-six (36) hours per week for the required period alleges that he or she is being prevented from working forty (40) available hours, he or she may request an explanation from the Store Manager concerned. If he or she is not satisfied with the explanation, the Union may lodge a grievance in accordance with Sections 17 and 18 to determine whether or not the employee should be working forty (40) hours per week.

Employees will be advised of their ATO entitlement on a weekly basis in writing, according to current or developed practices.

By mutual agreement, statutory holidays may be scheduled in the week prior or the week following the week in which the statutory holiday occurs. Further, it is agreed re-scheduled statutory holidays will be scheduled with the employee's day off unless mutually agreed otherwise.

**Personal Time Off:** Should the Store Manager or Assistant Manager offer a full-time employee the opportunity to leave early, this Personal Time Off (PTO) shall be unpaid but the hours of PTO shall count for the purpose of accumulating Sick Leave, ATO, Vacations and Statutory Holidays. The Company agrees that PTO shall be implemented within eighteen (18) months of Ratification 2009.

**5.04 From Statutory Holiday:** For purposes of determining statutory holiday pay entitlement for part-time employees, hours spent on paid vacation and hours paid for statutory holidays shall count as time worked. Should the "four (4) weeks preceding the week in which a holiday occurs" include time off without pay which is connected with vacation pay received at some other time of the year, then the "four (4) week test" shall not include such absence. In this case, the "four (4) weeks" shall be the last four (4) weeks excluding such absences.

**5.08 Requested Time Off (RTO):** Part-time employees, requesting and who are granted RTO prior to the posting of the work schedule, shall not have their hours of work for the week reduced as a result of the granting of the request. It shall be optional for the Employer to reduce the hours or days for any request made and granted after the posting of the work schedule.

**5.09 Consecutive Day Off:** Wherever practical, ATO days shall also be scheduled with consecutive days off. In consultation with Store Management or the Department Head, where it can be demonstrated by the Shop Steward that scheduling of consecutive days off with ATO can be accomplished without an adverse affect on the operation of the department, the Employer shall do so. In consultation with Store Management or the Department Head non-consecutive days off may be arranged by mutual agreement between the employee(s) provided it does not result in any other employee(s) not getting consecutive days off.

**5.10 Sunday Work:** For purposes of the Collective Agreement, Sunday is considered the first (1st) day of the basic workweek and, in the event an employee worked in excess of the basic workweek as set out in Section 5.01, the last such day or days worked in such weeks shall be considered as the day or days for which overtime applies.

1. Work on Sunday shall be voluntary.
2. Sunday work shall be considered as "available hours" as set out in Section 14.05, and shall be offered according to seniority.
3. Employees shall notify Management at the beginning of each two (2) month period of their availability to work on Sundays.
4. If sufficient employees are not available to work on Sundays, the Employer shall have the right to schedule hours according to "reverse seniority," provided the employee has the ability to perform the work required.
5. Notwithstanding the foregoing, it is understood that the Employer may require "key personnel" to work on Sundays.

## **SECTION 6 – Classification of Employees**

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**6.01 General Clerks** - to perform any duties assigned in the store, except as provided herein Section 6.01.

Shall not be reduced in classification when assigned to duties listed under other categories.

The Employer agrees not to assign General Clerks to perform checkstand duties but both parties recognize that General Clerks may be required to perform these functions in the following circumstances:

- For relief for meal or rest periods.
- Unscheduled absences of staff.
- Due to business emergencies.

Business emergencies are defined as unexpected increases in customer business. This exception cannot be justified where it is used on a regular basis.

The Employer agrees not to make changes in the assignment of General Clerk duties that will have a significant negative effect on the number of hours worked by Clerk Cashiers.

If the Union feels that changes have taken place contrary to the above, the Union and the Employer shall meet to discuss the problem.

If the parties cannot agree to a solution to the problem, either party may refer the matter under Section 103 of the Labour Code.

**6.02 Clerk Cashiers** - duties restricted to following:

- a. Checkstand duties.
- b. Price changes, but not to include case lots, floor displays or end displays.
- c. Office work.
- d. Stocking in the checkstand area.
- e. Cleaning and housekeeping duties relating to checkstand, snack bar or bakery counter.
- f. Snack bar duties.
- g. Bakery counter duties.
- h. Bulk foods (but not to include stocking).
- i. File maintenance duties.

It is agreed that General Clerks currently performing file maintenance duties shall be "red circled" and that when the current General Clerks are replaced, they shall be replaced by Clerk Cashiers.

Clerk Cashiers who perform duties other than those listed under the Clerk Cashier classification shall be paid at the General Clerk rate for all such time so spent.

## **SECTION 8 – Vacations with Pay - Leaves of Absence**

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**8.01** A "year of service" for purposes of paid vacation shall mean one thousand seven hundred (1,700) hours of actual work with the Employer within a calendar year, provided, however, that all time absent on paid vacation and paid statutory holidays, and time lost due to sickness or accident not exceeding thirty-nine (39) consecutive weeks calculated from the first day of such continuous illness or accident, shall be considered as time worked.

Effective January 3, 1988, the percentage (%) vacation pay in Sections 8.03, 8.05, 8.06, 8.07 and 8.11 shall be computed on the basis of one fifty-second (1/52) for each two percent (2%) of entitlement, excluding the annual Sick Leave payout.

**(Note:** An employee absent due to sickness or accident in excess of thirty-nine (39) consecutive weeks shall earn "time" only as it relates to Section 8.05)

Full-time employees who wish to receive their vacation pay in advance of the normal time must notify the Employer, in writing, by Saturday of the week prior to the week in which the vacation pay is desired.

"Years of service" shall also be deemed to include any period which an employee served in the Armed Forces during time of war or declared national emergency, provided that he or she was an employee of the Employer immediately prior to joining the Armed Services and resumed employment with the Employer immediately following his or her discharge. For purposes of paid vacation where the services of an employee are retained by a purchaser of the business, his or her services shall be deemed to be uninterrupted by the sale or purchase of the business and shall be binding upon the purchaser.

Should an employee fail to meet the one thousand four hundred fifty (1,450) hour test or the one thousand seven hundred (1,700) hour test for vacation eligibility because of the L.O.A. provisions in the Collective Agreement (i.e.: T.A.B., Education Leave, One Year Leave, etc.), the year will be removed from the calculation of continuous years. This will bridge the prior continuous years of service for vacation purposes with the subsequent year(s) of service.

**8.02** Two (2) weeks of an employee's paid vacation shall be consecutive and given during the regular vacation period - April 1 to September 30. This can be varied if mutually agreeable to the employee and the Employer. However, employees entitled to five (5) or more weeks of vacation may take three (3) consecutive weeks of vacation during the regular vacation period except during the prime time of July and August unless otherwise mutually agreed.

Employees entitled to four (4) or more weeks' paid vacation, shall receive a minimum of two (2) of their additional weeks consecutively unless otherwise mutually agreed.

Once initial vacations have been selected during the regular vacation period (April 1 to September 30) subject to the operational needs of the store, any weeks in which no employee has chosen any vacations will be available for selection by seniority.

Vacations in excess of the two (2) or three (3) weeks are to be scheduled between October 1 and April 1 and at a time requested by the employee, provided three (3) months' prior notice has been given by the employee. If more than two (2) employees from the same store request vacations for the same time, seniority shall govern. The foregoing shall not apply to the month of December except where vacations are arranged by mutual agreement.

**8.03** Where an employee has worked throughout a calendar year for the same Employer, but for less than one thousand seven hundred (1,700) hours of that calendar year so that he or she has not earned an annual holiday, and where his or her employment with the Employer has not terminated, the Employer shall, in lieu of an annual holiday, pay to the employee, notwithstanding that he or she had not earned an annual holiday, an amount equal to four percent (4%) of the employee's total wages and salary earned from that Employer during the calendar year.

The pay to which an employee is entitled pursuant to this Subsection shall be paid to the employee in one of two ways, either

- A. Not later than March 15 covering the period ending December 31 of the previous year, or
- B. Within two (2) weeks of the employee's anniversary date for the previous work year.

Choice of either of the above alternatives will be made by each Employer and all employees of any Employer covered under this Section shall be paid in a like manner. Each Employer will inform the Union of the method to be used.

**8.04** When a statutory holiday occurs during an employee's vacation an extra day's vacation with pay shall be granted if the holiday is one which the employee would have received had he or she been working. Where an employee receives three (3) or more weeks'

vacation with pay and a statutory holiday occurs during the employee's paid vacation, an extra day's pay may be given in lieu of an extra day's vacation with pay if, in the opinion of the Employer, an extra day's vacation with pay will interfere with vacation schedules or hamper operations.

**8.05** The following vacation schedule shall apply:

- Employees with one (1) year of service but less than three (3) consecutive "years of service" shall receive two (2) weeks' vacation with pay annually.
- Employees with three (3) or more consecutive "years of service" shall receive three (3) weeks' vacation with pay annually.
- Employees with eight (8) or more consecutive "years of service" shall receive four (4) weeks' vacation with pay annually.
- Employees with thirteen (13) or more consecutive "years of service" shall receive five (5) weeks' vacation with pay annually.
- Employees with eighteen (18) or more consecutive "years of service" shall receive six (6) weeks' vacation with pay annually.
- Employees who, on date of ratification 2018, have a higher vacation entitlement than above, shall not have their entitlement reduced.

Vacation pay for vacation provided in Section 8.05 shall be computed on the basis of forty (40) hours' pay or two percent (2%) of the employee's earnings for the employee's calendar year prior to leaving on vacation, whichever is the highest, for each week of paid vacation to which the employee is entitled. Employees must take vacation to which they are entitled and cannot receive pay in lieu of vacation, except as hereinafter provided.

**8.06** Employees who work a minimum of one thousand four hundred fifty (1,450) hours in each calendar year for three (3) consecutive years, but who do not otherwise qualify for three (3) weeks' vacation with pay, shall be entitled each year in which they qualify to six percent (6%) of their current year's gross earnings and have a choice of equivalent paid vacation or pay in lieu thereof.

Employees who work a minimum of one thousand four hundred fifty (1,450) hours in each calendar year for eight (8) or more consecutive years, but who do not otherwise qualify for four (4) weeks' vacation with pay, shall be entitled each year in which they qualify to eight percent (8%) of their current year's gross earnings and have a choice of equivalent paid vacation or pay in lieu thereof. Paid statutory holidays and vacations are considered as time worked.

**8.07** Employees whose employment is terminated or if they terminate and give two (2) weeks' notice in writing to the Employer, shall receive all earned vacation pay or applicable percentage of earnings, whichever is higher, less any paid vacation taken plus the applicable percentage of earnings for any period since the employee's last anniversary date and date of termination.

Earned vacation pay shall mean vacation earned in accordance with Sections 8.01 and 8.05 prior to the employee's last anniversary date.

Employees terminating their employment without the above notice shall receive no more than four percent (4%) of earnings for vacations earned plus four percent (4%) of earnings for any period since the employee's last anniversary date and date of termination.

**8.08** Part-time employees who have worked less than one thousand seven hundred (1,700) hours in the previous year, but who have worked an average of twenty-four (24) or more hours per week, shall be entitled to two (2) weeks' vacation without pay. It is understood that such employees must advise the Employer by February 1 if they want vacations that year. The time of vacation is to be mutually agreed upon. Time spent on such vacation shall be counted as time worked for purposes of qualifying for benefits under Section 9.

**8.11** Vacation Scheduling: Upon request, wherever possible, the Employer will schedule full-time employees the first day of the week after vacation as a day off. Furthermore, the employee's starting time for the first shift upon returning from paid vacation shall be written on the schedule prior to leaving on vacation.

**8.12** Vacation Maintenance:

- A. Vacation entitlement is to be maintained for full-time or part-time employees whose hours are reduced, either by themselves or the Employer. Such entitlement shall be to a maximum of ten percent (10%). Time off entitlement will be in accordance with the percentage entitlement.
- B. Maternity Leave shall count for vacation purposes. Leaves of Absence for Union business relating to conventions and, in the case of work in the Union office, shall count for the purposes of vacations for a period of twelve (12) months.
- C. If an employee is transferred from one Bargaining Unit to another in British Columbia, then the employee's vacation entitlement as defined in this Section, shall be transferable.

**8.13** All employees shall be entitled to a one (1) year unpaid Leave of Absence after five (5) years of service. Employees on such a Leave of Absence shall neither earn nor lose seniority.

**8.14 J.** During the period of such Leaves the employee will be allowed to self-pay their preleave benefit status for M.S.P., E.H.B., H.E.P., and Life Insurance in advance by quarterly installments.

Employees are to have advance notice of the cost of these benefits before going on leave. Individual benefit breakdowns will be provided where possible.

Take-A-Break Leave (TAB): Employees are entitled to apply for a Take-A-Break Leave of Absence up to a maximum of forty (40) days per year (but not to exceed eight [8] calendar weeks in duration) subject to the following conditions:

Scheduled vacation time shall take precedence over the granting of Take-A-Break Leave of Absence.

The parties desire to have this new provision complied with in spirit and intent. Any abuse, violations or conflicts arising from it will be discussed between the parties before any action is taken.

- K. Application for such Leaves must be in writing and are subject to the approval of the Store Manager and Employee Relations Department. Every effort should be made to provide as much notice as possible.
- L. Requests for Take-A-Break Leave of Absence will be granted to all employees provided there is another available employee in the store who is capable of doing the work required.
- M. The Employer shall maintain Health and Welfare coverage for full-time employees during Take-A-Break up to a maximum of eight (8) weeks per calendar year but not in excess of two (2) calendar weeks per calendar quarter.

## **SECTION 9 – Health and Welfare Plan**

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**9.01** The Employer shall make available the following or similar benefits as mutually agreed between the Employer and the Union to eligible regular full-time employees (as defined below).

The cost of the benefits under Sections 9.07, 9.08, 9.09, 9.10, 9.11, 9.12 and 9.13 below shall be paid one hundred percent (100%) by the Employer.

An eligible full-time employee shall be one who has three (3) consecutive months current employment at the effective date of the Plan.

Benefits for full-time employees who are laid off will be maintained by the Employer for one half (½) of the employee's recall period as specified in Section 14.04 on the following basis:

- B.C. Medical Services Plan (M.S.P.)
- Group Life Insurance
- Hearing aid, eyeglasses and prescription drug coverage

A regular full-time employee who does not have three (3) months' current consecutive full-time service at the effective date of the Plan, or a new employee, shall be eligible the day following the date their current consecutive full-time service reaches three (3) months.

**9.02** A regular full-time employee reduced to part-time shall continue to be eligible to participate in the Plan. Full-time employees reducing to below thirty-two (32) hours per week shall receive proportionate Weekly Indemnity benefits.

Employees shall return completed enrollment forms as soon as possible. The Employer will only offer benefits after first eligibility test is met. If refused at that time by the employee, further testing is not required. If an employee later wants coverage, it is his or her responsibility to make application to the Employer. If he or she is eligible for coverage, the same rules regarding late enrollment as apply to full-time staff may be imposed.

**9.03** The Employer shall also make available the benefits to employees (except students) who work an average of thirty-two (32) hours per week for a period of three (3) consecutive months. Such employees shall receive the same benefits as set out for full-time employees in this Section of the Agreement.

**9.04** For the purposes of entitlement and disentitlement, the conditions set out below will apply:

- A. Employees who average thirty-two (32) hours per week for a three (3) month period will be eligible for all benefits under Section 9 on the first of the month following meeting this requirement. Eligibility verifications will be done each month ending on the last Saturday of the month on a 4, 4, 5 basis, i.e.: if an employee had averaged thirty-two (32) hours per week in the three (3) months prior to April 25, he/she would become eligible for the benefit package on May 1.
- B. If an employee fails to meet the eligibility test, he/she will continue to be eligible for three (3) months. At that time he/she will be tested again and, if eligible, will continue receiving benefits. If not eligible, will cease receiving benefits. Thereafter at the end of each month, the employee's eligibility will be tested and, as soon as he/she becomes eligible again, benefits will be reinstated.

**9.05** The Employer shall also make available:

- Medical Services Plan (M.S.P.)
- Extended Health Benefit (E.H.B.)
- Hearing Aid, Eyeglass, Prescription Drug Plan (H.E.P.)

to employees (except students) who work an average of twenty-four (24) hours per week for a period of three (3) consecutive months.

For the purposes of entitlement and disentitlement, the hours' tests set out above will apply, but will be based on twenty-four (24) hours instead of thirty-two (32) hours per week.

New employees who are covered by the B.C. Medical Services Plan at the date of their employment can elect to maintain their continuity of coverage to be paid as defined above.

**9.06** Enrollment of group benefits shall be compulsory at the option of the Employer. The Employer, at his option, may require all enrollment cards to be signed within three (3) months from the date that regular full-time employment commenced.

If, under exceptional circumstances, an employee does not sign an enrollment card within three (3) months of employment, he or she may be allowed a further month of grace at the option of the Employer. A period of grace longer than one (1) month may be allowed by the Employer; but, in such cases, a medical examination at the employee's own expense shall be compulsory and a three (3) month penalty period may be imposed.

**9.07** Physical Examination: Where the Employer requires an employee to take a physical examination, doctor's fees for such examination shall be paid by the Employer. Except prior to commencement of employment and the first four (4) weeks of employment, such

examinations shall be taken during the employee's working hours without loss of pay to the employee.

**9.08** Medical Benefits: The B.C. Medical Services Plan. In addition, the M.S.A. Extended Health Plan or its equivalent on the basis of a twenty-five dollar (\$25.00) maximum of eligible medical expenses to be paid by the employee. It is understood that Extended Health benefits shall be made available to employees who are covered under their spouses' B.C. Medical Services Plan or similar coverage, provided the employee is otherwise eligible.

Dependent coverage shall be available under the Medical Plan. A dependent shall be as defined under the B.C. Medical Services Plan or as may be mutually agreed. Employees may elect to have their spouse and children covered under the B.C. Medical Services Plan unless the spouse is covered separately.

**9.09** Eyeglass, Drug and Hearing Aid Plan: The Plan shall provide the following benefits to eligible employees:

1. Prepaid Drug Plan with no deductible.
2. Eyeglasses, lenses and frames, to a maximum of three hundred dollars (\$300.00) per person every two (2) calendar years.
3. Hearing aids to a maximum of seven hundred dollars (\$700.00) per person once every four (4) years.
4. Eye exam, to maximum of seventy-five dollars (\$75.00) every two (2) years. (Coverage is limited to employee only.)
5. It is understood all employees' dependents shall be covered by this Plan. Eligible dependents shall be spouse and a covered employee's unmarried children under the age of nineteen (19), or under the age of twenty-five (25) while attending an educational institution provided such person is still dependent on the employee.

**9.10** A. Group Insurance and Weekly Indemnity Benefits: Weekly Indemnity benefits shall be paid commencing on:

1. The first (1st) day of hospitalization due to nonoccupational accident or sickness, or
2. The fourth (4th) day of absence due to sickness or nonoccupational accident with a twenty-six (26) week benefit period.

Weekly Indemnity payments shall be in the amount of seventy-five percent (75%) of an employee's straight-time rate of pay.

Group Life Insurance shall be a minimum of fifty thousand dollars (\$50,000.00). Where Group Life Insurance Plans have coverage in excess of fifty thousand dollars (\$50,000.00), then such Plans shall continue in force during the currency of this Collective Agreement.

B. U.I.C. Sick Leave Integration (Stong's): The Employer shall have the right to integrate U.I.C. sick leave with weekly indemnity as discussed during negotiations.

**9.11 Third Party Liability:** Effective Sunday after ratification, should an employee receive Weekly Indemnity benefits as the result of an accident and he/she subsequently receives a wage loss settlement from ICBC covering the same period, the amount by which Weekly Indemnity benefits and Sick Leave benefits cause the total replacement income to exceed the employee's regular earnings shall be reimbursed to the Company.

Any banked sick days which may have been used shall be returned to the employee's banked sick days' accumulation.

**9.12 Life Insurance - Conversion Privilege:** If your coverage ceases because your employment or your membership within the eligible classes ends, you may convert your insurance to some form of individual life policy offered by Prudential Insurance without having to pass a physical examination.

If you qualify for the Retiree Death benefit, the amount of it will be deducted from the amount of life insurance you are otherwise entitled to convert.

You have thirty-one (31) days to make application for conversion and to pay the required premium following termination of your insurance. However, if you are given written notice of your right to convert, you have no more than thirty-one (31) days from the date of termination of insurance, or until twenty-five (25) days after you are given notice, whichever is the later date.

If you should die within the thirty-one (31) day period after your coverage ends, your amount of insurance will be paid to your beneficiary. If your life insurance is payable under the group policy, payment will not be made under the converted policy, and premiums paid for the converted policy will be refunded.

**9.13 Long-Term Disability Plan:** The Employer shall provide an LTD Plan for eligible employees.

The Plan will provide sixty percent (60%) of salary and will activate when either W.I. or WCB benefits are exhausted.

A "day of absence" shall mean absence from a scheduled workday for the employee concerned.

The payment of the Weekly Indemnity benefit shall be based on a five (5) days per week basis for employees regularly working the basic workweek. Eligible part-time employees' Weekly Indemnity benefits shall be based on a seven (7) days per week basis. For example, a part-time employee shall receive one seventh (1/7th) of the weekly income rates for each day that he or she is entitled to benefits. Once on benefits, a part-time employee will receive such payments for each day of the week, including Sundays, statutory holidays and regularly scheduled days off.

Upon recuperation from an accident or illness, an employee will give the Employer as much notice as possible of his or her intention to return to work.

If an employee cannot work due to illness and his or her Weekly Indemnity is about to lapse, he or she shall have the right to continued coverage for life insurance by paying the full premium.

**9.14** Where an employee submits a claim to the Workers' Compensation Board which would, were it not for the existence of Workers' Compensation, entitle the employee to Weekly Indemnity benefits under this Section and such claim is disputed or delayed by the Workers' Compensation Board, the employee may submit a claim for Weekly Indemnity benefits. If the Workers' Compensation Board later accepts responsibility for the payment of such disputed or delayed claim, then Weekly Indemnity benefits received are to be reimbursed to the Employer upon receipt of payment from the Workers' Compensation Board.

Employees that return from an approved WCB leave to pre-leave hours do not have to re-qualify for benefits.

Employees on Long-Term Disability benefit shall receive pension credits.

## **SECTION 10 – Sick Leave Benefits - Family-Related Leave**

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**10.01** **Sick Leave Benefits:** Regular full-time employees shall accumulate credits at the rate of four (4) hours for each full month of employment, up to a maximum of three hundred seventy-six (376) hours. Credits shall commence to accumulate from date of full-time employment but can only be applied after completion of a three (3) month full-time employment eligibility period.

**Absences except vacation, statutory holidays, paid sick time, bereavement leave, ATO or jury duty will not be counted for determining a full month of employment.**

**Part-time employees who work on average of thirty-six (36) hours per week for thirteen (13) consecutive weeks will accumulate credits at the rate of four (4) hours for each full month of employment.**

It is agreed that accumulated Sick Leave information will be made available to employees on a monthly basis.

If an employee fails to meet the above hour requirement for a period of thirteen (13) consecutive weeks from the time he or she first fails to meet it, such an employee shall be disqualified. However, such disqualified employees shall retain their "bank" of accumulated Sick Leave credits and may use such credits until the credits are exhausted. Sick pay in such cases shall be applied only to absences on the employee's regularly scheduled workdays.

The Employer shall apply any accumulated Sick Leave to absences due to sickness or non-compensable accident not covered by Insured Weekly Indemnity benefits (or similar benefits) and shall supplement Weekly Indemnity benefits (or similar benefits) at the employee's request, in writing, but not to exceed the employee's normal earnings.

An employee, having accumulated Sick Leave benefits and who is reduced to less than thirty-six (36) hours per week, will be paid Sick Leave to the extent of such accumulation for actual time off the job, due to illness, not covered by Weekly Indemnity.

Employees, if found abusing this privilege, shall be disciplined by the Employer. In such cases, the Employer may discontinue or reduce the benefit of the employee or terminate the employee.

It is the obligation of the employee to provide as much notice as possible when they are unable to report for a scheduled shift.

The employee shall make every effort to notify the Employer of the absence as well as advising the Employer as to the estimated length of the absence and give notice of when they are able to return to work.

**10.02 Sick Leave Payout:** Employees who retire on pension, or who voluntarily terminate their employment with the Employer, or who are permanently laid off from their employment with the Employer shall, upon termination or retirement, be paid any Sick Leave accumulation they may have to their credit.

Employees who have a Sick Leave credit balance in excess of twelve (12) days (ninety-six (96) hours) as of December 31, 1983, and on each December 31 thereafter, shall receive a cash payout to a maximum of six (6) unused Sick Leave days (forty-eight (48) hours) provided no employee's Sick Leave bank shall fall below twelve (12) days (ninety-six (96) hours) as a result of a cash payout. Eligible employees shall receive a cash payout prior to January 31 of each year.

**Return to Work After Illness:** After absence due to illness or injury, the employee must be returned to his or her job when capable of performing his or her duties.

**10.03 Workers' Compensation Supplement:** Where a regular full-time employee is qualified for Workers' Compensation, the Employer shall make up the difference between the employee's regular straight-time earnings at his or her regular hourly rate of pay and what he or she receives from the Workers' Compensation Board for the first three (3) scheduled working days of absence from the job. This is to be taken out of the Sick Leave credits of the employee if such credits exist. Otherwise, the Employer shall pay this amount. Thereafter, the Employer shall make up the difference between seventy-five percent (75%) of the employee's straight-time earnings based on his or her regular hourly rate of pay and what he or she receives from the Workers' Compensation Board for a period of up to thirteen (13) weeks from the first (1st) day of absence due to injury on the job.

Part-time employees shall be entitled to use their Sick Leave accumulation for make-up to one hundred percent (100%) for the first three (3) scheduled working days of absence.

In the event the Workers' Compensation Board challenges initial coverage, or after going on WCB benefits, the Workers' Compensation Board terminates such benefits because the Board has decided that the employee's disability is no longer related to the compensable injury, the Employer will pay the Workers' Compensation Board portion and an amount equal to the difference between seventy-five percent (75%) of the employee's straight-time earnings and the Workers' Compensation Board portion for a period up to thirteen (13) weeks as an advance until the matter is decided. If the claim is later allowed by the Workers' Compensation Board, the Employer will be refunded that portion of the advance paid by the Workers' Compensation Board either directly from the Board or, if not possible, from the employee. At the Employer's option, the employee will pursue the Appeals Procedure under the Workers' Compensation Board.

**10.07 Maintenance of Benefits:** The Employer agrees to maintain the full cost of Health and Welfare premiums when an employee is absent on Weekly Indemnity or Workers' Compensation claims or on Sick Leave to a maximum of six (6) months. The employee shall reimburse the Employer for the employee portion of such payments upon his or her return to work, or if unable to return to work, within such reasonable time as agreed between the Employer and the employee.

The Employer agrees to maintain the cost of the following Health and Welfare premiums only for those employees on Long-Term Disability, as follows:

- B.C. Medical Services Plan (M.S.P.) }
- Group Life Insurance } For duration of LTD
- Extended Health Plan covering eye- }  
glasses, drugs and hearing aid }  
benefits

**10.08 Workers' Compensation Rehabilitation Benefit Maintenance:**

A. **Rehabilitation Program:** Where an employee on Group Insurance, LTD or WCB benefits is disabled from performing his/her usual job, but may be able to perform other jobs covered by this Agreement, the Union and the Employer agree to co-operate to facilitate a change in classifications or jobs.

The Employer and the Union mutually agree to co-operate with the Workers' Compensation Board or any other agency in efforts to rehabilitate an injured worker. Where reentry into the Bargaining Unit is not possible because of permanent disability, the parties agree to co-operate to retrain an injured worker.

B. **WCB Rehabilitation Program:** In the case of employees on a WCB Rehabilitation Program covered by Section 10.08 (A), the Employer agrees to maintain benefits for the term of rehabilitation at the level existing at the date of injury to a maximum of a three (3) month period in addition to the six (6) months set out above in Section 10.07. At the end of this maintenance period, benefits shall be determined by hours worked. This benefit maintenance shall not apply to an employee who is being retrained for a job outside any of the Contract Bargaining Units.

## **SECTION 11 – Retail Clerks Dental Plan**

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**11.01** The Employer agrees to continue participation in the UFCW Local 1518 Dental Plan for those covered by Appendix A.

The Employer agrees to make contributions to the fund of seventy-nine cents (\$0.79) per hour for each straight-time hour of actual work by all employees within the Bargaining Unit of this Collective Agreement, including hours worked on Sunday if such hours are part of the basic workweek of an employee. Such contributions shall not exceed eleven dollars sixty cents (\$31.60) per week for any one employee. If it is determined by Actuarial advice that different contributions are required to maintain benefits under the Plan, then the contributions shall be changed in amounts and on dates determined by such Actuarial advice.

Paid vacations for full-time employees and statutory holidays for all employees shall be considered as time worked for all purposes of the Collective Agreement.

Contributions, along with a list of employees for whom they have been made and the amount of the weekly contribution for each employee, shall be forwarded by the Employer to the Trust Company or a financial institution and, subsequently, to the Retail Clerks Dental Plan as established, and shall do so not later than twenty-one (21) days after the close of the Employer's four or five week accounting period. The Employer agrees to pay interest at the rate established by the Trustees on all contributions not remitted as stipulated herein.

It is agreed that, in the event the Government of Canada or the Province of British Columbia provide a noncontributory dental care plan with similar benefits, the Employer's obligations to continue contributions to the Retail Clerks Dental Plan shall cease. It is further understood, should a Government plan create duplicate benefits, then these benefits shall be deleted from the Retail Clerks Dental Plan and the Employer's contribution in respect to the cost of these benefits shall cease.

## **SECTION 12 – United Food & Commercial Workers Pension Plan**

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**12.01 A.** The amount applicable shall be as follows:

<b>Date</b>	<b>Percentage</b>
December 30, 2018	9%

**B. Definition of Earnings:**

The earnings of a Member for each contribution period shall be calculated as follows:

- (1) The number of straight-time hours actually worked by the Member multiplied by the straight-time hourly rate of pay, determined in accordance with the Collective Agreement, applicable to each such straight-time hour actually worked, plus
- (2) The amount of vacation pay and statutory holiday pay received by the Member during the contribution period.
- (3) The number of straight-time non-worked hours taken by the Member as scheduled ATO (as opposed to payout) during the contribution period multiplied by the straight-time hourly rate of pay, determined in accordance with the Collective Agreement, applicable to each such straight-time non-worked hour taken as scheduled ATO.

**C. The contributions shall be accompanied by a written report showing for each Member:**

- (i) the straight-time hours actually worked separately for each distinct hourly rate of pay which applied to such hours;
- (ii) the straight-time hourly rate of pay applicable to each group of straight-time hours actually worked by the Member as described in i) above;
- (iii) the results of multiplying the straight-time hours in i) by the rate in ii) above;
- (iv) the straight-time non-worked hours taken as scheduled ATO separately for each distinct hourly rate of pay which applied to such hours;

- (v) the straight-time hourly rate of pay applicable to each group of straight-time non-worked hours taken as scheduled ATO by the Member as described in iv) above;
- (vi) the results of multiplying the hours in iv) by the rate(s) in v) above;
- (vii) vacation pay received by the Member in the contribution period;
- (viii) statutory holiday pay received by the Member in the contribution periods;
- (ix) the sum of items iii), iv) and v);
- (x) the amount of the Employer contributions payable; and
- (xi) the amount of the Employee contribution payable.

In addition, the Employer agrees to pay interest on all such contributions which are not postmarked or deposited within thirty (30) days of the last day of the contribution period, at the prime interest rate of the Bank of Canada, on a per annum basis, from the last day of the period. The applicable prime interest rate for the first six (6) months of any year will be the rate in effect on January 1<sup>st</sup> of that year and for the last six (6) months of any year at the rate in effect on July 1<sup>st</sup>.

Each contribution period shall comprise not less than four (4) nor more than five (5) weeks.

D. The Employer and the Union agree to the method of selection of Employer and Union Trustees to administer the Plan. The terms of the Plan and its administration shall be entirely the responsibility of these Trustees or their valid replacements, provided that the Plan is administered consistently with this Collective Agreement, subject to any applicable government law or regulation under the Income Tax Act of Canada. Subject to the foregoing, the parties are bound by the actions taken by the Employer and Union Trustees under the Plan.

Effective January 1, 2003 or the first day of employment of each participating Employee and for the duration of the Collective Agreement between the Union and the Employer, and any renewals or extensions thereof, or until otherwise changed through collective bargaining or mutual agreement by the Union and the Employer, it is agreed that the following Employee contributions shall be made to the Plan and Trust:

- (1) By each participating Employee – a percentage of their Earnings received from the Employer.

The percentage applicable to each participating Employee shall be as follows:

<b>Age Last Birthday</b>	<b>Percentage</b>
Less than 30	NIL
30 or more but less than 40	1%
40 or more but less than 50	2%

50 or more	4%
------------	----

Contributions by participating Employees shall be made by payroll deduction.

Changes in contribution by participating Employees shall be effective from the first day of the pay period following the date in which they become 30, 40 and 50 respectively.

*Pay period* shall mean the weekly period from Sunday through Saturday used by the Employer for paying Earnings to participating Employees.

Prior to the date of ratification in paragraph A, earnings shall mean the total compensation paid to a participating Employee and recorded as earnings (excluding taxable benefits) on the T-4 (or similar tax reporting form should this designation by Revenue Canada be changed in the future) provided to the participating Employee each year.

After the date of ratification in paragraph A, *earnings* shall have the same meaning in paragraph B above.

*Participating Employee* shall mean each Employee of the Employer as of date of ratification who is subject to the Collective Agreement and each future Employee who becomes subject to the Collective Agreement from the date they are first employed except for:

1. Employees who are disabled on date of ratification and are receiving (or entitled to receive) wage loss benefits under a Weekly Indemnity or Long Term Disability Plan to which the Employer makes contributions, as long as they continue to be disabled and entitled to such benefits;
2. Employees who are disabled on date of ratification and are receiving (or entitled to receive) wage loss benefits from WCB as long as they continue to be disabled and entitled to such benefits;
3. Employees who are absent from work on date of ratification as a result of a statutory, maternity or parental leave as long as they continue to qualify for such leave.

The Employer will provide to the Trustees a listing of all Employees subject to the Collective Agreement who are subject to each of the foregoing paragraphs.

## **SECTION 14**

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**14.01 Seniority Defined:** Seniority shall mean length of continuous service within the employee's current classification and bargaining unit.

For clarification, continuous service shall include all Leaves of Absence from work pursuant to the Collective Agreement, i.e: vacations, accident/illness, Leaves of Absence, etc.

Employees shall retain and continue to accrue seniority during such absences except as specified in Section 8.14, Education Leave, and Section 14.08, Student Seniority.

**Break In Seniority:** In the event an employee leaves the Bargaining Unit and subsequently returns to the Bargaining Unit, the employee's seniority date shall for all intents and purposes be the date upon which the employee returns to the Bargaining Unit. This applies where the break in service is the result of the employee moving to an Excluded position of the Employer.

**14.12 Sale or Closure of Store:** In the event of sale or closure of a store, employees who have worked an average of twenty-eight (28) hours per week or more in the past thirteen (13) weeks shall be able to exercise their seniority in other stores of the Employer.

In the event that the Employer closes a retail store resulting in employee(s) losing their employment, the Employer agrees to give the employee(s) **not captured in the above paragraph**, first consideration, based on continuous service with the Employer for rehire within their previous classification, before hiring any new employees. Upon rehire within the same classification, an employee shall receive full credit for previous experience for the purpose of establishing their rate of pay.

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## **SECTION 15 – Severance Pay**

**15.01** In the event there is a permanent closure or sale or transfer of ownership of the store or part thereof, causing a regular full-time employee to lose his or her employment, the Employer hereby agrees to pay such employee severance pay at his or her regular rate of pay according to the following schedule:

<u>Full-Time Consecutive Service</u>	<u>Severance Pay</u>
Up to two (2) years	- One (1) week
Over two (2) years	- One (1) week's pay for every year of full-time service to a maximum of twenty (20) weeks

Employees who are laid off as the result of store closure(s) can elect to receive their severance pay at any time up to the expiry of their recall period. If an employee is recalled or commences work within the recall period, then a new recall period shall commence from the date of a subsequent layoff.

Should a full-time employee go to part-time and later lose his/her employment due to the circumstances set out in Section 15, then such employee shall be entitled to severance pay under this Section according to his/her years of full-time consecutive service only.

This Clause does not apply to a temporary layoff, full-time employees who accept other full-time or part-time employment with the Employer, or to regular full-time employees who lose employment and are reinstated within thirty (30) days to a full-time status.

Employees who qualify shall not be entitled to the benefits contained in Section 13.01 of this Agreement.

**LETTER OF UNDERSTANDING #6 RENEW**

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**Re: Health, Safety, and Education Fund**

The Employer agrees to contribute one cent (**5¢**) per hour for every hour worked by members of the UFCW Local 1518 Bargaining Unit, based on Dental Plan hours, to the United Food and Commercial Workers, Local 1518, Health, Safety and Education Training Fund, effective.

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, .

RENEWED THIS ----- OF APRIL ----- .

RENEWED THIS ----- day of -----, ----- --.

**RENEWED THIS 3<sup>rd</sup> day of December, 2024.**

For the Union



---

Patrick Johnson  
President, UFCW 1518

For the Employer



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Brian Bradley  
President, Stong's Market

## LETTER OF UNDERSTANDING #9 - RENEW

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### **Re: Off-Till Duties**

The Union and the Employer agree that, subject to the operational needs of the store, the Employer shall endeavour to provide off-till duties to senior employees.

Employees can make known their desire to be considered for such off-till duties by submitting in writing to the Employer an expression of interest by not later than January 31<sup>st</sup> and July 31<sup>st</sup> in each calendar year.

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, -

RENEWED THIS ----- OF APRIL ----- .

RENEWED THIS ----- day of -----, ----- -.

**RENEWED THIS 3rd day of December, 2024.**

For the Union



Patrick Johnson  
President, UFCW 1518

For the Employer



Brian Bradley  
President, Stong's Market

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# CBA Stong's, Dunbar St Store

Final Audit Report

2025-10-23

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